



# STATE OF ILLINOIS

## CONTRACT APPROVAL SHEET

Request ID:	16-00000095325	Relevant Category:	Telecom
Agency:	CMS-Central Management Services	Contract Type:	Master Contract
Requester:	Gary Doering	Initial Term:	Date of Execution for 60 months
Proc. Approach:	RFP	Initial Est. Value:	\$150,000,000.00
Master Contract:		Total Award Value:	\$150,000,000.00
Project Title:	Category 2 Internal Connections – RFP – CDWG Contract		

Funding Source	Fiscal Year	Value
0312 - COMMUNICATIONS REVOLVING	2016	\$7,500,000.00
0312 - COMMUNICATIONS REVOLVING	2017	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2018	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2019	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2020	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2021	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2022	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2023	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2024	\$15,000,000.00
0312 - COMMUNICATIONS REVOLVING	2025	\$22,500,000.00

Vendor	Vendor Award	Contract Number	Contract Value
Ficel Electric & Communications Systems Inc.	Yes	CMS795325A	\$30,000,000.00
Education Networks of America	Yes	CMS795325B	\$30,000,000.00
<b>CDW Government LLC</b>	Yes	CMS795325C	\$90,000,000.00
Advanced Communications	No		
Netech-Presido	No		

**Objective:**

CMS is seeking approval to publish an RFP for Category 2 Internal Connections. The product / service being procured is from one of the following categories. (i) Equipment and associated professional services (ii) Cable Installation and Verification Services (iii) Managed Internal Broadband Services.

- (i) Equipment and Associated Professional Services covers standards compliant Wi-Fi and wired Ethernet equipment to support high speed broadband within an agency location. This category includes maintenance and professional services, that includes Evaluation, Planning, Project Management, Site Survey, Design, Installation, Configuration and Testing.
- (ii) Cable Installation and Verification services covers installation and maintenance of cat 6 cable and fiber optic cable within agency building premises
- (iii) Managed Internal Broadband Services covers services provided by the Vendor for the operation, management and monitoring of Wi-Fi and wired Ethernet equipment.

Ship to : NA

**Criteria #4:**

The products and services in this procurement allows to more cost effectively upgrade agency locations with internal Wi-Fi, LAN and cabling than currently. The products and services will only be procured if pricing is lower than other Illinois State Master contracts. This procurement provides an alternative source of products and services, some of which exist on other State Master contracts.

\* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature.  
 \*\* Signature Required if > or = to \$250K.



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<u>Kiersten Newdick</u> Reviewed by (Title)* <u>DOIT, CFO</u>	<u>Kiersten Newdick</u> SIGNATURE	<u>12/19/16</u> DATE
Reviewed by (Title)*	SIGNATURE	DATE
<u>Matt Runyon</u> DOIT Legal* <span style="float: right;">kms</span>	<u>Matt Runyon</u> SIGNATURE	<u>12/12/16</u> DATE
<u>Ron Wilson</u> Agency Purchasing Officer CMS Portfolio Manager of Designee*	<u>Ron Wilson</u> SIGNATURE	<u>12/16/16</u> DATE
<u>Karen Page</u> Agency Chief Fiscal Officer**	<u>Karen Page</u> SIGNATURE	<u>12/14/16</u> DATE
<u>Ryan Green (Acting)</u> Chief Legal Counsel**	<u>Ryan Green</u> SIGNATURE	<u>12/21/16</u> DATE
<u>Michael M. Hoffman</u> Agency Head**	<u>Michael M. Hoffman</u> SIGNATURE	<u>12/22/16</u> DATE

\* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature.  
\*\* Signature Required if > or = to \$250K.

**STATE OF ILLINOIS  
CONTRACT**

Illinois Department of Central Management Services  
E-rate Category 2 Internal Connections  
CMS795325C

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

**STATE OF ILLINOIS**

**CONTRACT**

Illinois Department of Central Management Services

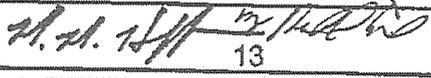
E-rate Category 2 Internal Connections

CMS795325C

**VENDOR**

Vendor Name: CDW Government LLC	Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60051
Signature: 	Phone: 203.851.7049
Printed Name: Dario J. Bertocchi	Fax: 847.990.8120
Title: Director, Program Sales	Email: dariber@cdw.com
Date: 12/14/2016	

**STATE OF ILLINOIS**

Procuring Agency or University: Illinois Department of Central Management Services	Phone: 312-814-5655
Street Address: 100 W. Randolph	Fax: 312-814-6886
City, State ZIP: Chicago, IL 60601	
Official Signature:  13	Date: 12/28/16
Printed Name: Michael M. Hoffman	by Ronald Wilson, Agency Purchasing Officer
Official's Title: Acting Director	

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference #	95325	Project Title: E-Rate Category 2 Internal Connections – Group 1
Contract # CMS795325C	Procurement Method (IFB, RFP, Small, etc): RFP	
IPB Ref. # 22037476	IPB Publication Date: 11/20/2015	Award Code: B
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source	Obligation #	
Small Business Set-Aside? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Minority Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage	
Female-Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage	
Persons With Disabilities Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage	
Other Preferences?		

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## • DESCRIPTION OF SUPPLIES AND SERVICES

**1.1. GOAL:** The Department of Central Management Services (CMS) manages and operates the Illinois Century Network (ICN), a high speed broadband network serving over 6,000 school and library anchor institutions. This contract will enable these institutions to purchase high speed internal connections, also known as Category 2 connections. CMS may also place orders for such connections for CMS, or on behalf of State Agencies. Equipment and services under this contract must be primarily eligible for funding under the E-rate program (see the current eligible services list for guidance at the Universal Service Administrative Company (USAC) website ([www.usac.org](http://www.usac.org))).

### **1.2. SUPPLIES AND/OR SERVICES REQUIRED:**

This contract is for Wireless Network Equipment, Wireline Switching Equipment, Basic Maintenance Services and Professional Services for Evaluation, Design, Planning, Installation and Configuration to CMS customers and to CMS on behalf of State Agencies throughout the full geographic area of the State. A description is provided below.

CMS and CMS customers, including Illinois schools and libraries, are eligible to place orders against this contract.

- Wireless Network Equipment
  - This covers industry standard Wi-Fi equipment for use in schools and libraries. Includes all components necessary to provide wireless networking capabilities which then connect to a wired Ethernet infrastructure. This includes wireless access points, wireless controllers and network control and management facilities.
- Wireline Switching Equipment
  - This covers industry standards-compliant wired Ethernet equipment for use in schools or libraries, primarily to connect Wi-Fi access points to a wide area network connection. This sub-group includes Ethernet switches for copper and fiber connections at speeds from 100Mbps to 10Gbps for use on the school building or library campus and for aggregation to a WAN connection to the Internet at a school or library.
- Basic Maintenance Services
  - This covers basic maintenance of equipment purchased.
- Professional Services for Evaluation, Design, Planning, Installation and Configuration
  - This covers Evaluation, Planning, Project Management, Site Survey, Design, Installation, Configuration and Testing. These professional services include all aspects of designing and configuring networks, but do not include the day-to-day management of the devices.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. Given the changing marketplace and the evolution of technology, the State, during any term of the contract, may review new and enhanced products, maintenance and support services, or equipment offered by Vendor that are within the scope of the contract and underlying procurement. In addition, if an item becomes discontinued or otherwise not available during any term, the vendor may propose to substitute an equivalent or better product. Prices and rates for any product or service offered may be revised downward from the contract price, but not upward. Similarly, discount schedules may be

increased from the original contract, but not decreased. Any new technology the State takes advantage of must, at a minimum, replace a function or solution that the contract already covers.

Vendor must comply with all applicable E-rate rules and Vendor must not be in red light status with the Universal Service Administrative Company at any point during the contract term.

For Wireless Network Equipment the Vendor shall provide hardware that:

- (i) Is IEEE 802.11 compliant
- (ii) Supports IEEE 802.11ac as well as backwards compatibility with IEEE 802.11b/g/n in 2.4GHz band.
- (iii) Has at least one 1000 Base-T Ethernet port.

For Wireline Switching Equipment Specifications the Vendor shall provide hardware that is IEEE 802.3 compliant.

Each Vendor product must include a three year warranty. For compliance with E-rate rules, a manufacturer's multi-year warranty for a period up to three years must be provided as an integral part of the product and without a separately identifiable cost.

**1.3. MILESTONES AND DELIVERABLES: N/A**

**1.4. VENDOR / STAFF SPECIFICATIONS:** Vendor must have a Service Provider Identification Number (SPIN) issued by the USAC, must not be in red light status with USAC and must comply with all E-rate rules during the term of this Contract and any renewal options. Vendor shall remain an authorized reseller of the manufacturer product lines listed in Section 2.

**1.5. TRANSPORTATION AND DELIVERY: N/A**

**1.6. SUBCONTRACTING**

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.6.1. Will subcontractors be utilized?  Yes  No

- Subcontractor Name: Traversa Solutions

Amount to be paid: dependent on the State's needs and requests for services

Address: 1362 Exchange Parkway, Richardson, TX 75081

Description of work: Professional Services, evaluation, planning, design, installation, configuration, and testing

- Subcontractor Name: Von Technologies LLC

Amount to be paid: dependent on the State's needs and requests for services

Address: One Tower Lane, Suite 1700 Oakbrook, IL. 60181

Description of work: Services and Supplies

- 1.1.1. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.1.2. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.1.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.
- 1.1.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

- 1.2. **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Throughout the State of Illinois

Value of services performed at this location: 100%

- **PRICING**

2.1 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated. Vendor's website with Manufacturer's Suggested Retail Price lists is: <http://www.cdwa.com/ILCentralManagementServices>

**REQUIREMENT GROUP 1 – EQUIPMENT AND ASSOCIATED PROFESSIONAL SERVICES**

<b>Manufacturer</b>	<b>% Discount off MSRP</b>
Adtran	35%
Aerohive	30%
American Power Conversion	30%
Apple	5%
Aruba	30%
Barracuda	6%
Brocade	48%
Checkpoint	50%
Cisco Systems	42%
D-Link	25%
Dell	28%
Extreme Networks	30%
Fortinet	42%
Hewlett Packard Enterprise	25%
Juniper Networks	30%
Lenovo	24% (Corporate models Only)
Meraki	42%

Meru	25%
NEC	no bid
Netgear	2%
Oracle	15%
Palo Alto Networks	30%
Panduit	no bid
Ruckus	10%
Tripplite	5%
Ubiquiti	no bid
Watch Guard Technologies	20%
Xirrus	50%

**\*Note:** In order to be compliant with the RFP, as well as provide the most aggressive discounts possible, CDW-G is providing a single equipment ("hardware") discount which will be applied to the hardware products listed in a brand's published MSRP to derive the contract ceiling price. All other items from a brand are specified in the additional items tables below.

Additional Items Pricing-1		
Manufacturer	Category	Customer Discount**
Aruba	Software	5%
Aruba	Support	5%
Brocade	Software	20%
Brocade	Support	20%
Checkpoint	Software	50%
Checkpoint	Support	25%
Cisco Systems	Smartnet (EDU)- 1yr	10%
Cisco Systems	Smartnet (GOV)-1yr	10%

Dell	Software	5%
Extreme	Maintenance- HW	5%
Extreme	Maint- SW	5%
Extreme	other	5%
Extreme	Services	5%
Extreme	Software	30%
Fortinet	Software and Support	10%
Hewlett Packard Enterprise	Software and Support	10%
IBM- Lenovo	Software and Support	10%
Juniper Networks	Software	10%
Juniper Networks	Support	10%
Lenovo (Top sellers)	All	3%
Meraki	Smartnet (EDU)-1yr	10%
Meraki	Smartnet (GOV)-1yr	10%
Netgear	All	2%
Oracle	All	15%
Palo Alto Networks	Subscription	10%
Palo Alto Networks	Support	10%
Ruckus	ALL other	10%
Sun Microsystems	ALL	15%
TrippLite	All	5%
Watch Guard Technologies	Software	15%
Xirrus	All	50%

**\*\*This discount will apply to the specified product category listed above.  
Contract prices will be calculated from Manufacturer's Suggested Retail Price (MSRP).**

<b>Additional Items Pricing-2***</b>		
<b>Manufacturer</b>	<b>Category</b>	<b>Customer Discount**</b>
Linksys	All	5%
Western Digital	All	5%
Kingston	All	5%

**\*\*\*The above pricing will be calculated as a discount from CDW-G list price publically available at [www.cdwg.com](http://www.cdwg.com)**

**Professional Services**

	<b>Per hour / per technician- Design</b>
M-F, 8am until 5pm	\$ 215.00
M-F, 5pm until 8am	\$ 322.50
Saturdays/Sundays	\$ 430.00
Holidays	\$ 430.00
	<b>Per hour / per technician- Installation</b>
M-F, 8am until 5pm	\$ 200.00
M-F, 5pm until 8am	\$ 300.00
Saturdays/Sundays	\$ 600.00
Holidays	\$ 600.00
	<b>Per hour / per technician- Configuration</b>
M-F, 8am until 5pm	\$ 200.00
M-F, 5pm until 8am	\$ 300.00
Saturdays/Sundays	\$ 600.00
Holidays	\$ 600.00
	<b>Per hour / per technician- Project Management</b>
M-F, 8am until 5pm	\$ 190.00
M-F, 5pm until 8am	\$ 285.00
Saturdays/Sundays	\$ 380.00
Holidays	\$ 380.00

### Pricing for Small School and Medium School Scenario

The characteristics and specifications of each school scenario is given below.

#### Small School Characteristics

- 200 students
- 17 classrooms

#### Small School Equipment and Professional Services Required

- 20 Access points (1 per classroom plus one additional AP per 5 classrooms).
  - 802.11b/g/n/ac compatible
  - Dual band 2.4Ghz and 5Ghz
- Cloud or cloudless access point controller to control 20 Access Points
- 1 48 port switch
- 4 24 port switches
  - PoE and PoE+
- Professional services required to install and configure the equipment
- Access Point licenses / management software

<b>Small School Scenario</b>	
20 Access Points	\$ 8,833.80 (CDW part# 3832180)
Access Point controller	\$ included
1 48 port switch	\$ 668.63 (CDW part# 3677451)
4 24 port switches	\$ 1,627.28 (CDW Part# 3690517)
Licenses	\$ included
Install/configure professional services	\$ 4,336.00

#### Medium School Characteristics

- 600 students
- 45 classrooms

#### Medium School Equipment and Professional Services Required

- 54 Access points (1 per classroom plus one additional AP per 5 classrooms).
  - 802.11b/g/n/ac compatible
  - Dual band 2.4Ghz and 5Ghz
- Cloud or cloudless access point controller to control 54 APs
- 2 48 port switches
- 9 24 port switches
  - PoE and PoE+
- Professional services required to install and configure the equipment

<b>Medium School Scenario</b>	
54 Access Points	\$ 23,851.26 (CDW part# 3832180)
Access Point controller	\$ included
2 48 port switch	\$ 1,336.86 (CDW part# 3677451)
9 24 port switches	\$ 3,661.38 (CDW Part# 3690517)
Licenses	\$ included
Install/configure professional services	\$ 6,265.00 (includes all above services)

**2.2 EXPENSES ALLOWED:** Expenses are not allowed.

**2.3 DISCOUNT:** The State may not receive discounts for early payment.

**2.4 VENDOR'S PRICING:** Attach additional pages if necessary.

2.4.1. Vendor's Price for the Initial Term: See Pricing Tables in Section 2.1.

2.4.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1. Agency/University Formula for Determining Renewal Compensation: Same as initial term.

2.4.2.2. Vendor's Price for Renewal(s): See Pricing Tables in Section 2.1.

**2.5 MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$N/A without a formal amendment.

• **TERM AND TERMINATION**

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of 60 months. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**3.2 RENEWAL:**

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of 60 months in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within thirty (30) days. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.

**3.6 SUSPENSION:** The State may suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7.

**3.7 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or CMS reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and CMS' election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

## • STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice on a per order basis.

Send CMS invoices to:

Agency/University:	Innovation and Technology
Attn:	Invoice Processing
Address:	120 West Jefferson – 3 <sup>rd</sup> Floor
City, State Zip	Springfield, IL 62702

- 4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State. Upon written notice to the Vendor, CMS may transfer or assign to the Department of Innovation and Technology (DoIT) this contract, in whole or in part.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** No work for hire is contemplated under this Contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers and employees from any and all finally awarded or settled costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, warranties, or agreements; (b) any actual or alleged death or injury or for damage to any tangible, real or personal property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives or subcontractors; or (d) any actual or alleged claim that the services or goods provided under the contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. The obligation of Vendor under this Section is contingent on the State providing Vendor with: prompt written notice of the claim it receives in writing, sole control over the defense or settlement, subject to the approval of the Illinois attorney general, and reasonable information and cooperation, at Vendor's expense. In the case of an action for intellectual property infringement, Vendor may, at its option and expense, either: (a) procure for the State the right to continue using the infringing services; (b) replace or modify the infringing

services so as to make them non-infringing; or (c) return a portion of the fees paid for the infringing services based on five (5) year straight line amortization. Vendor shall have no liability or obligation to the State to the extent any claim is based upon and would but have occurred but for: (i) any combination of the infringing services with software, hardware or other materials not authorized by Vendor or; (ii) any addition to, or modification of, the infringing services made after delivery to the State by any party other than Vendor or a third party expressly authorized by Vendor to perform such addition or modification.

Neither Party shall be liable for indirect, incidental, special, consequential or punitive damages. Except for Vendor's indemnification obligations in this section or for damage to persons and property, Vendor's liability under this Contract shall not exceed the amount paid or payable for all orders under the Contract giving rise to the claim or \$50,000, whichever is greater.

- 4.11 INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance including the State as additionally insured under general liability insurance. Insurance may not be modified or canceled until at least 30 days' notice has been provided to the State by Vendor. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill.

Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

**4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the requirements and specifications in the contract. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. All product warranties originate with the manufacturer(s) and not Vendor. All other express and implied warranties are disclaimed, including those related to Third Party Services (meaning certain services other than services provided by Vendor, including, but not limited to, extended warranty service by manufacturers, that are sold by Vendor as a distributor or sales agent). All product returns must be in accordance with Vendor's Return Policy.

4.24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty upon written request.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

**4.26 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

**4.27 SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.27.1 The procuring Agency and the State do not waive sovereign immunity;

4.27.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.27.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.27.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.27.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.27.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

**5. SUPPLEMENTAL PROVISIONS**

**5.1. STATE SUPPLEMENTAL PROVISIONS**

- Agency/University Definitions
  
- Required Federal Clauses, Certifications and Assurances
  
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
  
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
  
- Agency/University Specific Terms and Conditions
  
- Other (describe)

**5.2. VENDOR SUPPLEMENTAL PROVISIONS**

Letter of Intent

UNIFORM LETTER OF INTENT

BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The responsive Vendor is required to submit a separate, signed Letter of Intent (LOI) from each certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI shall include the negotiated amount/percentage and scope of work to be performed by each identified certified vendor. All LOI's shall be subject to Agency approval.

Any changes involving or affecting the identified certified BEP/VSB vendor may not be permitted without written approval of the Agency.

Project Name: E-rate Category 2 Internal Connections Project/Solicitation Number: 22037476

Name of Vendor: CDW Government LLC Compliance Contact: Mark Key, Sr. Program Manager Supplier Diversity

Address: 230 N. Milwaukee Ave

City, State and Zip: Vernon Hills, IL 60061

Telephone: 877.681.3257 Fax: 847.968.0978 Email: qusm@cdw.com

Name of Certified  BEP or  VSB Vendor: Von Technologies LLC

Address: One Tower Lane Suite 1700 Compliance Contact: Michelle Vondrasek

City, State and Zip: Oakbrook, IL 60181

Telephone: 630.985.8474 Fax: 866.604.8822 Email: vondrasek.michelle@vontechnologies.com

Type of agreement:  Services  Supplies  Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: Contract completion date

Proposed Subcontract Amount \$ not known or Proposed 26 % of Contract to be performed by the BEP/VSB Vendor.

NOTE: In instances where the contract award amount is unknown, you must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.

Description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

Requirement Group 1 - Equipment and Associated Professional Services

838 00 TELECOMMUNICATION EQUIPMENT; - All

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified BEP VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Vendor (Company Name and D/B/A):

CDW Government LLC

Max W. Reed  
Signature

Print Name: Max W. Reed

Title: Vice President, Program Sales

Date: January 6, 2016

Certified BEP/VSB Vendor (Company Name and D/B/A):

Von Technologies LLC

Michelle Vondrasek  
Signature

Print Name: Michelle Vondrasek

Title: President

Date: January 4, 2016

**STATE OF ILLINOIS**  
**FORMS B CERTIFICATIONS AND DISCLOSURES**

IPB Reference #: 22037476      Procurement/Contract #: CMS795325C

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

**1. Certification of Illinois Procurement Gateway Registration**

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20035726      IPG Expiration Date: 08/30/2017

**2. Certification Timely to this Solicitation or Contract**

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012).  Yes  No

**3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)**

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.  Yes  No

**4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)**

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.  Yes  No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS  
FORMS B CERTIFICATIONS AND DISCLOSURES**

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: N/A

**5. Disclosure of Current and Pending Contracts**

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes  No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
CMS	Sniffer	Contract	\$400,000	22030894
CMS	BMC	Contract	\$3,500,000	CMS5820160
CMS	Symantec Anti-Virus	Contract	\$2,000,000	CMS5842920
CMS	Symantec Anti-Virus	Contract	\$4,000,000	CIC5851790
CMS	Apple	Contract	\$1,000,000	CIC6906300
CMS	EMC Archive Storage	Contract	\$3,000,000	CIC4744080
CMS	Microsoft Large Account Reseller	Contract	\$140,000,000	22036892
CMS	Mobile Windows Tablets	Contract	\$1,200,000	CMS6887400
CMS	EMC SAN Storage	Contract	\$10,000,000	CIC6903610
CMS	Cisco Equipment, Software and Services	Contract	\$60,000,000	Ref # 22038132
CMS	Infoblox Hardware, Software and Maintenance	Contract	\$1,000,000	Ref # 22038873
CMS	Citrix Master	Contract	\$5,000,000	Ref # 22038934

**6. Signature**

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

**STATE OF ILLINOIS  
FORMS B CERTIFICATIONS AND DISCLOSURES**

This disclosure information is submitted on behalf of:

Vendor Name: CDW Government LLC

Phone: 312.705.8920

Street Address: 230 N. Milwaukee Ave.

Email: melissa.chesrow@cdwg.com

City, State, Zip: Vernon Hills, IL 60061

Vendor Contact: Melissa Chesrow, Proposal Specialist

Signature: \_\_\_\_\_



Date: 12/06/2016

Printed Name: Robert F. Kirby

Title: Vice President, Sales

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: N/A

Business Name: CDW Government LLC

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: 36-3310735

Legal Status (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental   |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)   |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input checked="" type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input checked="" type="checkbox"/> C = corporation   |
|  | <input type="checkbox"/> P = partnership  |

Signature of Authorized Representative: \_\_\_\_\_



Date: December 6, 2016

Robert F. Kirby, Vice President, Sales

**Vendor Registration: View Form**



General Public Profile Users Commodity Codes Contacts & Owners Comments Reviews Certifications Site Visits Registrations  
**CDW GOVERNMENT LLC** System Vendor Number: **20035726**

[Return to Main Form](#)

**Vendor Registration**

Form Name **F - G. Certifications & Board of Elections**  
 Description **Complete section F - G, in order to submit the form.**  
 Date Submitted **8/29/2016**  
 Status **Accepted**  
 Business Name **CDW GOVERNMENT LLC**  
 Point of Contact **YOLANDA BLOMQUIST**  
 Flag Form **Add Flag**

**F. Certifications**

<p>1. Vendor certifies it and its employees will comply with applicable provisions of the United States. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.</p> <p style="text-align: center;"><b>Yes</b></p>	
<p>2. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies he/she is not in default on an educational loan. 5 ILCS 385/3</p> <p style="text-align: center;"><b>Yes</b></p>	
<p>3. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable</p> <p style="text-align: center;"><b>Yes</b></p>	
<p>4. If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer; and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80</p> <p style="text-align: center;"><b>Yes</b></p>	
<p>5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5</p> <p style="text-align: center;"><b>Yes</b></p>	
<p>6. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10</p> <p style="text-align: center;"><b>Yes</b></p>	

7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5

**Yes**

8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60

**Yes**

9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12

**Yes**

10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14

**Yes**

11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25

**Yes**

12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30

**Yes**

13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38

**Yes**

14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38

**Yes**

15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50

**Yes**

16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517

**Yes**

17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565

**Yes**

18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580

**Yes**

19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580

**N/A**

20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582

**Yes**

21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583

**Yes**

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584

**Yes**

23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587

**Yes**

24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45

**Yes**

25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11

**Yes**

26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105

**Yes**

27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2

**Yes**

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.

**Yes**

29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.

**Yes**

30. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies that he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. (30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

**Yes**

### G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?



**Yes, I certify my business is registered with BOE.  
10081**

### Additional Information

Staff Attached File(s)

[Attach File](#)

[Refresh List](#) after attaching file(s).

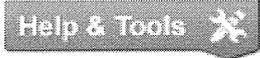
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#### **Customer Support**

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**Vendor Registration: View Form**



General Public Profile Users Commodity Codes Contacts & Owners Comments Reviews Certifications Site Visits Registrations

**CDW GOVERNMENT LLC**

System Vendor Number: **20035726**

[Return to Main Form](#)

**Vendor Registration**

Form Name	<b>I. Financial Disclosure &amp; Conflicts of Interest</b>
Description	<b>Complete the Financial Disclosure &amp; Conflicts of Interest form</b>
Date Submitted	<b>8/29/2016</b>
Status	<b>Accepted</b>
Business Name	<b>CDW GOVERNMENT LLC</b>
Point of Contact	<b><u>YOLANDA BLOMQUIST</u></b>
Flag Form	<b><u>Add Flag</u></b>

**I. Financial Disclosures & Conflicts of Interest**

A. Identify the applicable entity type. P

**Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)**

B. Is there a parent entity that owns 100% of the business? P

**Yes**

	Document	Status
<b>Parent Form</b>		Attached by YOLANDA BLOMQUIST on 8/29/2016
<a href="#">Parent Form CDW Corporation</a> (PDF, 250.97 KB)		
<a href="#">Parent Form CDW LLC</a> (PDF, 269.42 KB)		
<a href="#">10K 2016</a> (PDF, 0.94 MB)		

C. Instrument of Ownership or Beneficial Interest P

**Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)**

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 of the business' distributive income? P

**Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)**

	Document	Status
<b>List of individuals or entities meeting one or more of the listed thresholds.</b>		Attached by YOLANDA BLOMQUIST on 8/22/2016
<a href="#">IPG Percentage of Ownership and Distributive Income Form</a> (DOCX)		
<a href="#">Percentage of Ownership</a> (DOCX, 146.41 KB)		

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than \$106,447.20 have been disclosed in Question 1. P

**Yes**

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

PD

**Yes**

4. Disclosure of Board of Directors for Not-for-Profit entities.

PD

**Not applicable - For-Profit Entity**

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

PD

**No**

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

PD

**No**

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?

PD

**No**

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

PD

**No**

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

PD

**No**

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

PD

**No**

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.

PD

**No**

PD

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.

**No**

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

**No**

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

**No**

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

**No**

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

**No**

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

**No**

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

**No**

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

**No**

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

**No**

12  
13  
14  
15  
16  
17  
18  
19  
20

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

**No**

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

**No**

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

**No**

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

**No**

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

**No**

### Additional Information

Staff Attached File(s)

[Refresh List](#) after attaching file(s).

### Customer Support

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**ILLINOIS PROCUREMENT GATEWAY  
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

This disclosure is submitted for: CDW LLC (parent to CDW Government LLC)

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are **seven** steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	CDW Government LLC
Doing Business As (DBA)	N/A
Disclosing Entity	CDW LLC (parent to CDW Government LLC)
Disclosing Entity's Parent Entity	CDW Corporation
Instrument of Ownership or Beneficial Interest	Other <input checked="" type="checkbox"/> If you selected Other, please describe: Limited Liability Company

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

**STEP 2  
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – X</b>			
Name	Address	Percentage of Ownership	\$ Value of Ownership
CDW Corporation	230 N. Milwaukee Ave, Vernon Hills, IL 60061	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – Y</b>			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

**STEP 4**

**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

**STEP 6  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: N/A

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

**STEP 7  
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: CDW LLC



Signature: \_\_\_\_\_

Date: Tuesday, August 23, 2016

Printed Name: Amanda Ewertowski

Title: Manager, Program Management

Phone Number: (312) 705-3340

Email Address: amanda.ewertowski@cdw.com

**ILLINOIS PROCUREMENT GATEWAY  
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

This disclosure is submitted for: CDW Corporation (parent to CDW LLC, and ultimate parent to Vendor (CDW Government LLC))

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity (“Parent’s Parent Entity”), then the Parent’s Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are **seven** steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor’s bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	CDW Government LLC
Doing Business As (DBA)	N/A
Disclosing Entity	CDW Corporation (parent to CDW LLC, and ultimate parent to Vendor (CDW Government LLC))
Disclosing Entity’s Parent Entity	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: <a href="#">Click here to enter text.</a>

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

**STEP 2  
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**FINANCIAL DISLCOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

**STEP 4**

**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

**STEP 6  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: N/A

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

**STEP 7  
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: CDW Corporation



Signature: \_\_\_\_\_

Date: Tuesday, August 23, 2016

Printed Name: Amanda Ewertowski

Title: Manager, Program Management

Phone Number: (312) 705-3340

Email Address: amanda.ewertowski@cdw.com

# CDW CORP

## **FORM 10-K** (Annual Report)

Filed 02/25/16 for the Period Ending 12/31/15

Address	200 N MILWAUKEE AVE VERNON HILLS, IL 60061
Telephone	8474656000
CIK	0001402057
Symbol	CDW
SIC Code	5961 - Catalog and Mail-Order Houses
Fiscal Year	12/31

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-K**

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2015

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-35985

**CDW CORPORATION**

(Exact name of registrant as specified in its  
charter)

Delaware

(State or other jurisdiction of  
incorporation or organization)

75 Tri-State International  
Lincolnshire, Illinois

(Address of principal executive offices)

26-0273989

(I.R.S. Employer  
Identification No.)

60069

(Zip Code)

(847) 465-6000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:

Name of each exchange on which registered

Common stock, par value \$0.01 per share

NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.  Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.  Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for short period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.  Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 4 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).  Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405) is not contained herein, and will not be contained, to the best of registrant's knowledge, definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).  Yes  No

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant as of June 30, 2015, the last business day of the registrant's most recently completed second fiscal quarter, was \$4,463.1 million, based on the per share closing sale price of \$34.28 on that date.

As of February 19, 2016, there were 167,740,043 shares of common stock, \$0.01 par value, outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive proxy statement for use in connection with its 2016 Annual Meeting of Shareholders, to be filed not later than 120 days after December 31, 2015, are incorporated by reference into Part III of this report.

CDW CORPORATION AND SUBSIDIARIES

ANNUAL REPORT ON FORM 10-K  
Year Ended December 31, 2015

TABLE OF CONTENTS

<u>Item</u>		<u>Page</u>
<b>PART I</b>		
Item 1.	<u>Business</u>	2
Item 1A.	<u>Risk Factors</u>	2
Item 1B.	<u>Unresolved Staff Comments</u>	2
Item 2.	<u>Properties</u>	2
Item 3.	<u>Legal Proceedings</u>	2
Item 4.	<u>Mine Safety Disclosures</u>	2
	<u>Executive Officers</u>	2
<b>PART II</b>		
Item 5.	<u>Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</u>	2
Item 6.	<u>Selected Financial Data</u>	2
Item 7.	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	3
Item 7A.	<u>Quantitative and Qualitative Disclosures About Market Risk</u>	5
Item 8.	<u>Financial Statements and Supplementary Data</u>	5
Item 9.	<u>Changes in and Disagreements With Accountants on Accounting and Financial Disclosure</u>	10
Item 9A.	<u>Controls and Procedures</u>	10
Item 9B.	<u>Other Information</u>	10
<b>PART III</b>		
Item 10.	<u>Directors, Executive Officers and Corporate Governance</u>	11
Item 11.	<u>Executive Compensation</u>	11
Item 12.	<u>Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</u>	11
Item 13.	<u>Certain Relationships and Related Transactions, and Director Independence</u>	11
Item 14.	<u>Principal Accountant Fees and Services</u>	11
<b>PART IV</b>		
Item 15.	<u>Exhibits and Financial Statement Schedules</u>	11
<b>SIGNATURES</b>		11

**ILLINOIS PROCUREMENT GATEWAY  
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: CDW Government LLC

DBA: Click here to enter text.

**INSTRUCTIONS:**

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, **or** the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, **or** the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
CDW LLC	230 N. Milwaukee Ave, Vernon Hills, IL 60061	100%	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**ILLINOIS PROCUREMENT GATEWAY  
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

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Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
CDW LLC	230 N. Milwaukee Ave, Vernon Hills, IL 60061	100%	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**Project Title: Category 2 Internal Connections - RFP**

**1. Brief description of good/service:**

The product / service being procured is from one of the following categories. (i) Equipment and associated professional services (ii) Cable Installation and Verification Services (iii) Managed Internal Broadband Services. This is an indefinite quantity Statewide Master Contract.

- (i) Equipment and Associated Professional Services covers standards compliant Wi-Fi and wired Ethernet equipment to support high speed broadband within an agency location. This category includes maintenance and professional services, that includes Evaluation, Planning, Project Management, Site Survey, Design, Installation, Configuration and Testing.
- (ii) Cable Installation and Verification services covers installation and maintenance of cat 6 cable and fiber optic cable within agency building premises
- (iii) Managed Internal Broadband Services covers services provided by the Vendor for the operation, management and monitoring of Wi-Fi and wired Ethernet equipment.

**2. PBC Number: #16-95325**

**3. Estimated start date and length of term to include renewals:**

Start Date: CMS Execution for 60 months

**4. Is this a master contract?**

Yes

**5. Is this a Joint Purchasing contract?**

Yes

**6. Is there a BEP/Vet/Small Business Goal?**

Yes.

**7. Is this a new contract or renewal?**

New Contract

**8. Who are the primary agency users of this contract?**

CMS All Agency

**9. Value of contract – initial term and any renewals:**

\$90,000,000.00

Procurement Business Case : 16-000000095325  
Last Modified Date : 12/13/2016 11:21:22 AM  
Work Log : 12/13/2016 11:21:22 AM kylie.carter  
IT SPO: Approval of CDWG contract.

12/13/2016 10:06:09 AM ron.wilson  
APO approval to execute CDWG contract. Requesting SPO approval.

12/13/2016 7:47:37 AM KSEXTON  
DoIT legal approved CDWG contract - to VMO (Doering) for signatures

12/8/2016 3:02:00 PM GDOERING  
w

12/8/2016 10:02:23 AM GDOERING  
w

12/8/2016 9:46:53 AM GDOERING  
Executed ENA contract attached

11/18/2016 1:24:58 PM GDOERING  
s

11/18/2016 12:27:49 PM GDOERING  
Executed Education Networks of America contract distributed to: vendor, barrow,  
ray, sexton, stine, el beik, to be distributed to cc, vm

11/18/2016 12:25:50 PM GDOERING  
Updated award tab

11/15/2016 10:39:29 AM langstan.smith2  
Currently Routed To field was updated

11/15/2016 10:38:54 AM langstan.smith2  
1

11/4/2016 1:04:39 PM GDOERING  
Mary Matheny sent Tople, Pape approved package to Langstan on 11/02 to complete the  
3-signature process and execution of contract

11/1/2016 12:31:55 PM GDOERING  
Executed Ficek contract attached

10/28/2016 7:52:33 AM kylie.carter  
IT SPO: Approval of ENA Contract.

10/27/2016 11:14:17 AM ron.wilson  
CMS APO approval of ENA contract. Requesting SPO approval.

10/24/2016 1:49:09 PM KSEXTON  
DoIT legal approved Education Networks of America (ENA) contract - to VMO (Doering)  
for signature

9/26/2016 10:59:05 AM GDOERING  
Executed Ficek contract also distributed to: barrow, ray, sexton, stine, el beik,  
to be distributed to cc, vm

9/26/2016 10:55:23 AM GDOERING  
Ficek contract to vendor (CMS795325A) 9/23/16

9/23/2016 3:09:49 PM GDOERING

updated award tab

9/22/2016 11:39:12 AM langstan.smith2  
Currently Routed To field was updated

8/30/2016 1:08:46 PM kylie.carter  
IT SPO: Approval of Ficek contract.

8/30/2016 12:55:48 PM chris.demeroukas  
APO approved. Request SPO review/approval.

8/29/2016 2:58:05 PM KSEXTON  
Recd Ficek signed contract - to VMO (Doering) for signature

7/21/2016 10:23:14 AM kylie.carter  
IT SPO: Published NOA after confirmation from Vendors to hold pricing.

7/15/2016 11:35:20 AM ron.wilson  
APO approval of NOA. Requesting SPO approval and publication.

7/11/2016 1:04:22 PM TFORTE  
Completed award info

7/11/2016 12:56:37 PM TFORTE  
Added DQ emails.

6/23/2016 1:39:34 PM craig.holloway  
Button Pressed Vendor Selected craig.holloway for \$150000000.00 Total (Vendor Award = Yes) 6/23/2016 1:39:34 PM

6/23/2016 1:35:53 PM craig.holloway  
award

6/23/2016 1:35:11 PM craig.holloway  
Award

6/23/2016 1:18:38 PM tara.washington  
.

6/23/2016 1:18:11 PM tara.washington  
.

6/23/2016 1:13:49 PM craig.holloway  
Award Tab

6/23/2016 1:13:08 PM craig.holloway  
Award Tab

6/23/2016 1:11:14 PM craig.holloway  
Award Tab Updated

12/16/2015 8:46:34 AM TFORTE  
Updated extension of Due Date.

12/8/2015 12:59:34 PM TFORTE  
Button Pressed Post to IPB TFORTE 12/8/2015 12:59:34 PM

12/8/2015 12:58:19 PM Remedy Application Service  
Procurement Released by OMB

12/8/2015 12:58:17 PM RLARSON  
Button Pressed Approve RLARSON 12/8/2015 12:58:17 PM

12/8/2015 11:04:30 AM TFORTE  
Updated IPB tab

11/20/2015 8:37:29 AM MVONBEHR  
SPO approval of Step 2.

9/18/2015 9:41:54 AM TFORTE  
Updated routing

9/4/2015 11:02:03 AM Remedy Application Service  
Approved by PM.

9/4/2015 11:02:03 AM james.ellenberg  
Button Pressed Approve james.ellenberg 9/4/2015 11:02:02 AM

9/1/2015 9:07:33 AM Remedy Application Service  
Approved by IT/Telecom.

8/31/2015 10:13:30 AM Remedy Application Service  
Approved: APO approval level.

8/31/2015 10:13:29 AM NSUTTON  
Button Pressed Approve NSUTTON 8/31/2015 10:13:29 AM

8/31/2015 8:20:10 AM GDOERING  
Button Pressed Start Approval GDOERING 8/31/2015 8:20:10 AM

8/31/2015 8:19:45 AM GDOERING  
Approval Process Started

8/31/2015 8:14:23 AM GDOERING  
Created from Provisioning Request PRV00000035044.  
The Fiscal Approver was: tracy.mcgee  
and the Fiscal Approver Alternate was: JRAY