

**WV State Treasury**  
**RFQ 1300 STO2400000002**

9/19/2023



RECEIVED  
2023 SEP 18 AM 10:03  
WV PURCHASING  
DIVISION

**PEOPLE  
HO  
IT IT'**

9/19/2023



One CDW Way  
230 N. Milwaukee Avenue  
Vernon Hills, IL 60061  
Toll-free: 800.808.4239  
F: 847.465.6800  
cdwg.com/PeopleWhoGetIT

WV State Treasury  
322 70th St SE  
Charleston, WV, 25304

**RE: CDW Government LLC's Response to WV State Treasury's RFQ 1300**

Dear Alberta Kincaid

CDW•G understands the objective of the RFP is for Company to identify a reliable and experienced supplier partner capable of managing your hardware solution. Our response demonstrates CDW•G's ability to contribute to the overall success of this initiative. Specific advantages of partnering with us include:

- **Benefit 1.** CDW•G's partnership with Yealink facilitates timely road mapping and other requests for information.
- **Benefit 2.** Extensive customized configuration services ensures products arrive at your locations ready to plug and play, maximizing your staff's productivity.
- **Benefit 3.** Highly trained and experienced account team, including a dedicated account manager is responsible for coordinating all of your needs and ensuring customer satisfaction.

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your account manager, Lucas Ogden, at (312) 547-2776, or via email at [lucas.ogden@cdwg.com](mailto:lucas.ogden@cdwg.com). We thank you for the opportunity to participate in this RFP process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

\*

A handwritten signature in blue ink that reads "Cassandra Hansen".

Cassandra Hansen  
**Manager, Proposals**  
CDW Government LLC

**\*Please see Terms of Offer on Page 49**

© CDW Government LLC 2023 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061

To the extent allowable, all information and documents hereby submitted in response to the Request for Quote furnished by WV State Treasury are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote  
 Telecomm

<b>Proc Folder:</b> 1278857			<b>Reason for Modification:</b>
<b>Doc Description:</b> Voice Communications Equipment for Teams Voice Platform			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-09-01	2023-09-19 13:30	CRFQ 1300 STO2400000002	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** CDW Government LLC

**Address :** 230 N. Milwaukee Avenue

**Street :**

**City :** Vernon Hills

**State :** Illinois **Country :** United States **Zip :** 60061

**Principal Contact :** Lucas Ogden

**Vendor Contact Phone:** (312) 547-2776 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Toby L Welch  
 (304) 558-8802  
 toby.l.welch@wv.gov

**Vendor Signature**  \* **FEIN#** 36-4230110 **DATE** 9/15/2023

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Request for Quotation:

The West Virginia Purchasing Division is soliciting bids on behalf of the State Treasurer's Office to establish an open-end contract for Voice Communications Hardware per the bid requirements, specifications and terms and conditions as attached hereto.

**INVOICE TO****SHIP TO**WEST VIRGINIA STATE  
TREASURERS OFFICE

322 70TH ST SE

CHARLESTON  
US

WV

WEST VIRGINIA STATE  
TREASURERS OFFICE -  
WAREHOUSE

7300 MACCORKLE AVE SE

CHARLESTON  
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Yealink MP56 or equal Desk Phone	65.00000	EA	\$216.98	\$14,103.70

Comm Code	Manufacturer	Specification	Model #
43000000			

**Extended Description:**

Yealink MP56, or equal, Desk Phone - per Specifications - 3.1.1

The quantities listed are estimated only and intended for evaluation purposes only. Vendors must enter a unit price for each item.

**INVOICE TO****SHIP TO**WEST VIRGINIA STATE  
TREASURERS OFFICE

322 70TH ST SE

CHARLESTON  
US

WV

WEST VIRGINIA STATE  
TREASURERS OFFICE -  
WAREHOUSE

7300 MACCORKLE AVE SE

CHARLESTON  
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Yealink WH66 or equal Dual Headset	45.00000	EA	\$214.49	\$9,652.05

Comm Code	Manufacturer	Specification	Model #
43000000			

**Extended Description:**

Yealink WH66, or equal, Dual Headset Device - per Specifications - per Specifications - 3.1.2

The quantities listed are estimated only and intended for evaluation purposes only. Vendors must enter a unit price for each item.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE		WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE	
322 70TH ST SE		7300 MACCORKLE AVE SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Yealink WH67 or equal Headset	20.00000	EA	\$214.49	\$4,289.80

Comm Code	Manufacturer	Specification	Model #
43000000			

**Extended Description:**

Yealink WH67, or equal, Headset Device - per Specifications - per Specifications - 3.1.3

The quantities listed are estimated only and intended for evaluation purposes only. Vendors must enter a unit price for each item.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2023-09-12

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: Tuesday September 12, 2023 @ 3:00 p.m.

Submit Questions to: Toby Welch, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: toby.l.welch@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

**VENDOR NAME:**

**BUYER:** Toby Welch, Senior Buyer  
**SOLICITATION NO.:** CRFQ STO2400000002  
**BID OPENING DATE:** Tuesday September 19, 2023  
**BID OPENING TIME:** 1:30 p.m.  
**FAX NUMBER:** 304-558-3970

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** 09/19/23 @ 1:30 p.m.

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of ONE (1) YEAR. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: One Million Dollars per occurrence.

**Automobile Liability Insurance** in at least an amount of: One Million Dollars per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.



**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Lucas Ogden / Account Representative

(Address) 230 N. Milwaukee Avenue

(Phone Number) / (Fax Number) (312) 547-2776 / (312) 705-0463

(Email address) lucas.ogden@cdwg.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

CDW Government LLC

(Company)



(Signature of Authorized Representative)

Cassandra Hansen / Manager, Proposals (9/15/2023)

(Printed Name and Title of Authorized Representative) (Date)

800.808.4239 / 847.465.6800

(Phone Number) (Fax Number)

cassandra.slattery@cdwg.com

(Email Address)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ STO24\*002**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**  
*(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

CDW Government LLC

Company



Authorized Signature

9/15/23

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
Microsoft Teams Voice Hardware

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State Treasurer's Office to establish an open-end contract for Voice Communications Hardware which shall be compatible with a Microsoft Teams voice platform.

The hardware bid in response to this solicitation must all be provided by the same original equipment manufacturer (OEM). A response that mixes a variety of multiple OEM product lines in order to meet the requirements as listed in Section 3 is not acceptable.

A minimum of one-year warranty is required for all equipment. Quantities listed are estimates and are generally based on the initial planned purchase. No installation will be required by the Vendor, however, Vendor may be required to provide ancillary technical support via telephone or other acceptable method for troubleshooting, etc. to support Agency's deployment and installations.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below and be from the same OEM/manufacturer.

3.1.1 **Yealink MP56, or equal, Desk Phone (Estimate Qty of 60)**

- 3.1.1.1 Screen: 7-inch touch screen, 800x480 resolution, 5-point multi touch

**REQUEST FOR QUOTATION**  
**Microsoft Teams Voice Hardware**

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- 3.1.1.2** Operating System: Ship with Android 9 or later; must be upgradeable to Android 12 or later
  - 3.1.1.3** HD Voice on handset, speaker
  - 3.1.1.4** Hearing aid compatible (HAC) handset
  - 3.1.1.5** Full duplex hands-free speakerphone with AEC (acoustic echo cancellation)
  - 3.1.1.6** Dedicated, physical Microsoft Teams button
  - 3.1.1.7** Physical dial pad/hold button/transfer button
  - 3.1.1.8** LED for call and message waiting indication
  - 3.1.1.9** Power over ethernet support (IEEE 802.3af), class 3
  - 3.1.1.10** Dual-port Gigabit Ethernet (voice VLAN/data VLAN support for workstation connectivity via IP phone)
  - 3.1.1.11** Built-in Bluetooth 4.2 or higher
  - 3.1.1.12** Built-in wi-fi, dual-band 2.4g/5g
  - 3.1.1.13** USB type-a port, supports USB headset
  - 3.1.1.14** Support for up to 3 sidecars/expansion modules
  - 3.1.1.15** Support for Microsoft Teams device management platform
  - 3.1.1.16** Support for optional OEM device management platform (additional features vs Microsoft Teams device management platform)
- 3.1.2 Yealink WH66, or equal, Dual Headset (Estimate Qty: 45)**
- 3.1.2.1** Stereo, on-ear headset design, includes DECT wireless technology base station
  - 3.1.2.2** 2x Noise Cancelling Microphones with HD Voice Quality

**REQUEST FOR QUOTATION**  
**Microsoft Teams Voice Hardware**

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- 3.1.2.3** Busylight on Headset; Synchronously present working state
- 3.1.2.4** Busylight Peripheral available: Plug-and-Play, Synchronously present working state
- 3.1.2.5** Talk time: up to 14 hours
- 3.1.2.6** Standby time: up to 125 hours
- 3.1.2.7** Charging time for full charge: 2.5 hours or less (with DECT base)
- 3.1.2.8** Roam range: up to 525 ft with DECT base
- 3.1.2.9** DECT wireless technology base station
  - 3.1.2.9.1** Built-in Bluetooth 4.2
  - 3.1.2.9.2** Connectivity: USB 3.0 & 2 x Bluetooth devices
  - 3.1.2.9.3** 4" IPS touch screen, 480x800 resolution
  - 3.1.2.9.4** Hands-free Speaker
  - 3.1.2.9.5** USB 3.0 Hub (2 Type-A USB 3.0 ports)
  - 3.1.2.9.6** Supports Optional Accessory – Busylight
  - 3.1.2.9.7** Supports Optional Accessory – Wireless Charger
  - 3.1.2.10** Support for optional OEM device management platform

**3.1.3 Yealink WH67, or equal, Headset (Estimate Qty: 20)**

- 3.1.3.1** Convertible Headset; mono, single ear, left or right side, includes DECT wireless technology base station
- 3.1.3.2** 2x Noise Cancelling Microphones
- 3.1.3.3** Busylight on Headset; Synchronously present working state
- 3.1.3.4** Busylight Peripheral available: Plug-and-Play, Synchronously present working state
- 3.1.3.5** Talk time: up to 8 hours
- 3.1.3.6** Standby time: up to 54 hours

REQUEST FOR QUOTATION  
Microsoft Teams Voice Hardware

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**3.1.3.7** Charging time for full charge: 2.5 hours or less (with DECT base)

**3.1.3.8** Roam range: up to 394 ft with DECT base

**3.1.3.9** DECT wireless technology base station

**3.1.3.9.1** Built-in Bluetooth 4.2

**3.1.3.9.2** 4" IPS touch screen, 480x800 resolution

**3.1.3.9.3** Hands-free Speaker

**3.1.3.9.4** USB 3.0 Hub (2 Type-A USB 3.0 ports)

**3.1.3.9.5** Supports Optional Accessory – Busylight

**3.1.3.9.6** Supports Optional Accessory – Wireless Charger

**3.1.3.10** Support for optional OEM device management platform

**3.1.4** In order to meet future needs, the Agency reserves the opportunity to purchase and/or replace a certain model of phone or headset upon an approved change order to the contract.

**3.1.5** FOB Destination: Freight/delivery charges are to be included in the pricing of each item bid. The only exception for additional delivery charges will be if the agency makes an emergency order; additional shipping charges will be considered so long as the vendor can itemize and show the additional incurred expense.

#### **4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing the model number or brand name of the products being bid and the unit price per item including ancillary items requested per commodity line item listed. Then the Vendor should multiply the unit price by the quantity to get the extended cost of each line item. The extended cost column should be added together to get the overall total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

**REQUEST FOR QUOTATION**  
**Microsoft Teams Voice Hardware**

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The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Toby Welch ([toby.l.welch@wv.gov](mailto:toby.l.welch@wv.gov)).

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within Fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within Three (3) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Working days are described as Monday through Friday.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery

**REQUEST FOR QUOTATION**  
**Microsoft Teams Voice Hardware**

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charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2** Failure to comply with other specifications and requirements contained herein.
  - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4** Failure to remedy deficient performance upon request.



REQUEST FOR QUOTATION  
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7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Lucas Ogden

**Telephone Number:** (312) 547-2776

**Fax Number:** (312) 705-0463

**Email Address:** lucas.ogden@cdwg.com








## CDW Government Overview

CDW•G understands that the objective of this RFx is for WV State Treasury to identify the most reliable and experienced provider. Whatever the driving force behind your technology needs, we can support you where you are and help you achieve your goals—present and future—with the right solutions, precisely implemented, which can evolve with your organization.

We get how technology has evolved as a business driver to solve your most critical organizations challenges, understand your business, optimize technology and build unique IT solutions, and prepare for future evolution. We have been helping organizations of every type and size optimize efficiency, productivity, and performance for over thirty years. CDW•G stands behind you to maximize your IT investment, connect you with top industry vendors, solve your business problems, and meet your unique IT needs.

## How We Can Help WV State Treasury Achieve Your Goals

As WV State Treasury evaluates its options for this RFP, CDW•G would like to call out several benefits of partnering with us:

 <p><b>Technical Resources:</b> Access to hundreds of CDW Solution Architects in multiple disciplines.</p>	 <p><b>Post-Sales Services:</b> Access to more than 300 technicians, engineers, and support staff who perform desktop imaging, network configuration, server builds, and full rack buildouts.</p>	 <p><b>Redundancy and Speed:</b> Store products in one of our two US CDW-owned, ISO 9001:2015-certified distribution facilities. CDW can assist with equipment schedules and logistics.</p>
 <p><b>Turnkey with Breadth of Solutions:</b> We are technology neutral with 100,000+ products and services from 1,000+ leading and emerging brands. We continually update these partners and products, allowing you access to industry-leading solutions.</p>	<h3 style="text-align: center;">WV State Treasury and CDW•G</h3>	 <p><b>Financial Strength:</b> Our financial stability stems from our vendor-neutral solutions and multiple dedicated customer channels. Multiple avenues for growth and a balanced customer base allow us to weather economic and technology cycles.</p>
 <p><b>Scalability:</b> A team of CDW IT professionals will be dedicated to WV State Treasury. Those resources will continue to grow as business grows. CDW is committed to making sure you receive the highest level of service and have the right team engaged.</p>		 <p><b>Economies of Scale:</b> Customer Name gains the advantage of CDW's size in the marketplace. As a top partner (often the No. 1 partner worldwide) to such manufacturers as Cisco, Dell EMC, HPE, and Lenovo, CDW can provide you with insight into new technology.</p>

**Table 2 Customer Name and CDW•G**

Many respected vendors have well-established procurement/delivery and installation procedures but no plan or personnel in place to ensure their company remains compliant with the contract once signed.

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WV State Treasury will benefit from partnering with a vendor who not only offers a diverse breadth of technology solutions but also has proven dexterity in the intricacies of state and local government contracts. In addition to our customer-centric account management teams, we have a program management (PM) department singularly devoted to managing contracts. CDW•G's experienced PM team manages nearly 1,000 active state, local, and education contracts. When WV State Treasury signs a contract with CDW•G, you also save time you might otherwise spend tracking data on the contract, advertising your contract to potential end users, and ensuring proper pricing and discounts are applied to every purchase.

Along with unwavering customer focus, we are committed to technology solutions delivering the best possible service and support with one-stop shopping for customized solutions. No matter where you are on your technology journey, WV State Treasury gets more from your IT investment through CDW•G's Technology Services, from roadmaps and adoption to project deployment and lifecycle management. Some benefits WV State Treasury will realize when partnering with CDW•G are:

- Accessibility, reliability, and consistency for a smoother experience
- Greater efficiencies through automated operations, agility, and scalability
- Increased infrastructure security with preventative and proactive protection and remediation
- Robust solution development for your unique challenges by experienced and knowledgeable engineers.
- Integrated technology solutions designed, implemented, and managed by highly specialized solution architects who can help you capitalize on new opportunities
- Management of your technology environment today and into the future with lifecycle technical and customer support, from presales consultations to post-implementation issue resolution
- Savings of time money by supplementing your IT staff quickly with award-winning staff augmentation
- A strong partnership with individuals WV State Treasury knows and trusts due to high retention of quality coworkers motivated to maximize performance and productivity.



**Table 3 CDW Amplified™ Services**

## WE GET Reliable Distribution

Unlike many solutions integrators, CDW•G operates physical warehouses as opposed to the virtual warehouse methodology. CDW has two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

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CDW holds more than \$300M of available inventory in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

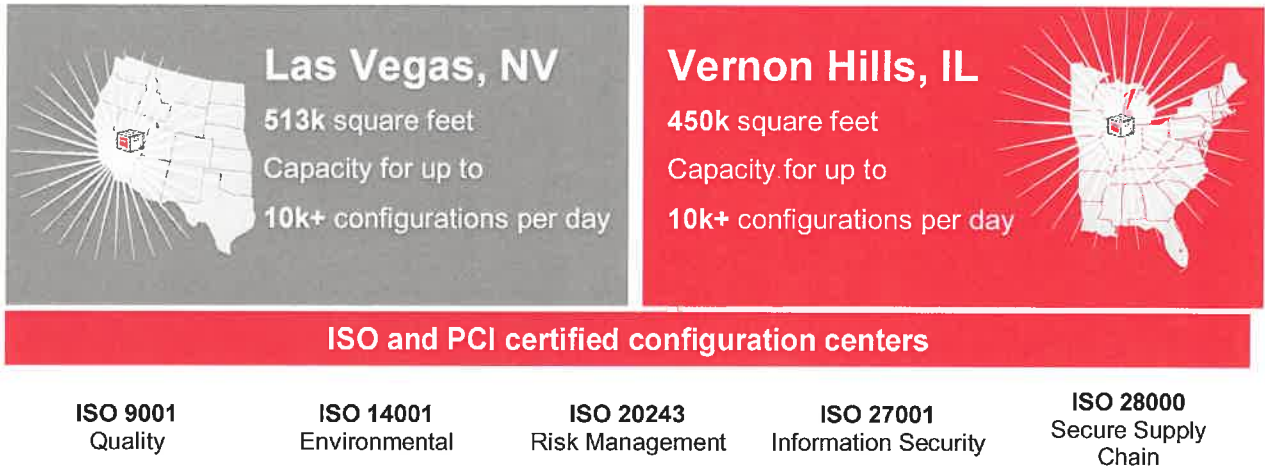


Figure 1 CDW•G Distribution Center Facts

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

## WE GET Strong Manufacturer and Distribution Partnerships

A significant advantage CDW•G offers Customer is our ability to deliver the right products, at the right value, right when you need them. As one of the largest direct market resellers, CDW has established exceptional working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry’s top manufacturers – and their best prices. To supplement our direct purchasing model, CDW has developed strong affiliations with principal channel distributors. Our distribution centers are located in close proximity to principal distributors; this enables us to quickly obtain competitively priced, non-stocked items.

[CDW’s 2022 Environmental, Social, and Governance Report](#) demonstrates our commitment to operating responsibly and creating value for our coworkers, customers, communities, and investors. CDW’s ESG report is built on our Circle of Service approach and on the CDW Way, the values we live by that keep us focused on what matters, ensuring consideration of our stakeholders and societal impacts.

## WE GET Secure Supply Chain

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Inventory availability and reliable distribution are not the only key elements in effective purchasing. More and more, organizations rely on information and communication technology to handle growing workloads and mission-critical operations. In this increasingly uncertain world, they are facing a dangerous reality: the rise of counterfeit and maliciously tainted equipment. Customer can be confident in the quality of the products you order through CDW. ISO 28000:2007 Secure Supply Chain is an important standard for our company. The scope of the certification includes planning, deployment, and provisioning of supply chain services and supporting processes. ISO 28000:2007 certification demonstrates that CDW has mature, end-to-end risk management programs, with a focus on delivering quality and security in managing information, products, and services to meet our customers' needs.

**CDW Quick Facts**

## WE GET National and International Reach

Businesses today demand a seamless international experience — one that ensures consistent service levels and transparency across touchpoints, as well as access to local expertise and capabilities. Our U.S. operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service.

## Comprehensive IT Solutions for WV State Treasury

WV State Treasury can develop the best total solution while attaining the most value with CDW•G's full range of products and services, from discrete hardware and software products to integrated IT solutions. We are technology "agnostic," focused on finding the right solution for you rather than pushing a particular brand, and our sales and service delivery teams consist of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers. Our offerings are comprehensive, including expert consulting, design, configuration, installation, and lifecycle management services.

We have services dedicated to each stage of your solution rollout and IT journey, with technical support and professional services experts, architects and engineers that give your IT team the time they need to turn IT into a competitive advantage.

## Full-Stack Expertise

Products and Partnerships	Technology Services	Total Solutions
<p><b>100,000+ products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware!</b></p>	<ul style="list-style-type: none"> <li>▪ eProcurement integration</li> <li>▪ Leasing services</li> <li>▪ Managed services</li> <li>▪ Pre-shipment configuration</li> <li>▪ Professional services</li> <li>▪ Warranty and maintenance</li> </ul>	<ul style="list-style-type: none"> <li>▪ Cloud</li> <li>▪ Collaboration</li> <li>▪ Data center and networking</li> <li>▪ Managed Print Services</li> <li>▪ Point of Sale</li> <li>▪ Security</li> <li>▪ Software management</li> <li>▪ Total Mobility Management</li> </ul>

**Table 4 Full-Stack Expertise**

## WE GET State & Local

From prioritizing cybersecurity and public safety to modernizing data infrastructures and future-proofing technologies, finding the right state and local IT solutions can be daunting. CDW•G can help you implement the right technology solutions to meet your agency mission goals with over two decades of experience serving state and local governments. We can help you clear those technology hurdles in a way that meets the needs of your agency and helps you prepare for tomorrow's IT challenges.

CDW•G's state and local government business unit is 233 coworkers strong serving the 50 states from the largest state agencies to the smallest rural communities. The breadth and depth of this team assures that each agency feels heard and has personalized customer service with a team that focuses solely on the needs of governmental agencies. Our proximity to the State allows our dedicated teams to live and breathe West Virginia from legislative and fiscal calendars at the State level, to business cycles and practices of major metropolitan areas.

### Vernon Hills, IL

Headquarters

**\$24B**

2022 Annual Net Sales

**14,900**

Coworkers

**53**

U.S. Offices

**250,000+**

Customers

**166**

2023 Fortune 500 Rank

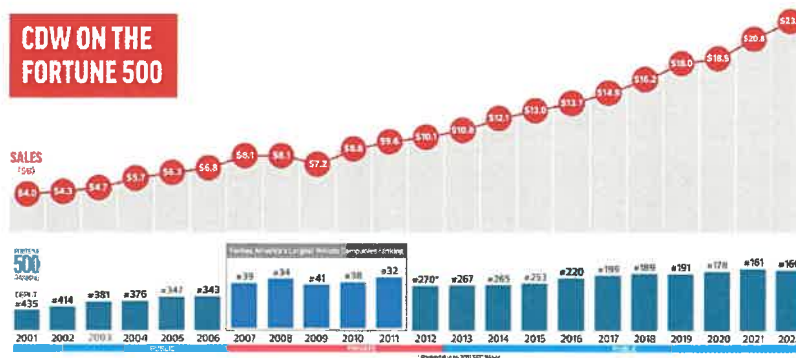


Figure 2 CDW on the Fortune 500

Table 5 CDW Quick Facts

## About CDW Government LLC

CDW Government LLC (CDW•G) is the wholly owned subsidiary of CDW LLC (CDW), a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. Recognizing the unique challenges and opportunities of our public sector customers, we established CDW•G in 1998 to focus on the specific needs of the government and education sectors. Our teams are broken down by segment, with separate teams serving State and Local customers, K-12, Higher Education, and Federal, and further organized into 11 geographic regions for a higher level of specialization. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12, and higher education. We have an expansive network of offices near major cities and a large team of field coworkers across the United States. CDW debuted on the Fortune 500 in 2001 and now ranks at number 166. CDW ranks at No. 4 on CRN's 2023 Solution Provider 500 list. The sustainable growth and continued financial stability of our

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company serves to assure WV State Treasury that we are here to stay and can support you through the life of this contract and beyond.

## CDW Configuration Services Overview

IT teams face constant pressure to increase productivity while keeping costs low. That's why CDW is with you every step of the way, from assessing your environment and long-term objectives to designing and implementing a custom solution to meet your needs. We offer a wide variety of configuration services to make IT implementations easier and help you meet the demands of your business, including project management oversight — a vital service for large deployments.

### Hardware Configuration

CDW's highly trained and certified technicians can configure your hardware before it ships. There's no downtime, wasted resources or need to hire outside consultants. We'll help you save time and money with the configuration solution that meets your needs, including:

- End-user hardware installations, including desktops, laptops and printers
- Pre-shipment configuration for server and storage equipment
- Remote configuration for networking and storage equipment

### Software Configuration Management and Computer Imaging

We can configure your operating system, custom BIOS and/or software settings to any piece of equipment before shipment. By letting us handle repetitive software configurations before your order ships, you'll save time with new system rollouts. We offer:

- Computer imaging services: We can preload your custom images onto systems before they ship.
- VPN configuration services: With a static IP address and proprietary VPN connection, you can update images on the fly.
- iOS and Android configuration: We'll customize your iPad or Android deployments by loading apps, settings or customized content.

### Custom Turnkey Solutions

We'll ensure your new technology is ready to go when it arrives to help you save time and money. You can feel confident that your new technology is properly customized, integrated, tested and ready to deploy "out of the box" as soon as it's delivered. We can help with:

- Joining client systems to your domain over VPN
- Custom BIOS and firmware upgrades
- Data capture for pre-staging on your network
- Custom inserts with clear instructions for users

### IT Asset Management

Keeping track of your IT infrastructure can be difficult, but our customized asset tagging makes it simple. We can label every piece of hardware with a unique asset number, which can be easily tracked online in your Account Center. This not only standardizes your physical inventory, but also enhances tracking capabilities, along with reducing the possibility of theft or loss. We offer:

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- Custom asset tagging based on your current system or one we help you devise
- Enhanced barcode tracking for easy inventory management
- Custom engraving and laser etching for laptops, tablets and more

## Custom Packaging and Simplified Distribution

With our custom packaging and distribution services, you can eliminate the clutter of extra boxes and receive your new IT equipment packaged, labeled and consolidated for ease of delivery at your dock. We can simplify delivery with:

- Palletization: Allows you to receive your entire order in one shipment
- Kitting: We'll bundle your items together and ship kitted boxes to multiple destinations
- Labeling: We'll label packages with vital information for easy routing and tracking

## Remote Configuration Services

CDW's highly skilled and certified engineers can remotely deploy multivendor firewall, router and switch configurations. We'll configure this hardware from one of our two state-of-the-art Configuration Centers before shipment and complete final settings and hardening after delivery via a secure connection. Services include customized installations for:

- HP, Cisco, Dell and Aruba switches
- Cisco wireless LAN controllers
- Cisco IronPort web and email security
- Cisco ASA with FirePOWER® and F5 BIG-IP® LTM configurations
- Citrix XenApp®, Xen Desktop® and NetScaler® Gateway™ solutions
- FortiGate, SonicWall and Palo Alto appliances

## CDW Amplified™ Services Overview

For continuous support meeting your organization's goals, you need IT Orchestration by CDW®.

### Technology Drives Organizational Outcomes

#### Full Stack. Full Lifecycle. Full Outcomes

In today's competitive market, the speed of digital priorities is critical to success. Yet, technical complexities can slow progress. CDW's full-stack engineering services team focuses on digital transformation – from code and applications to cloud, data, and security – to help you accelerate innovation, enhance customer experiences, and optimize collaboration, all while delivering agility and cost efficiencies to your business.

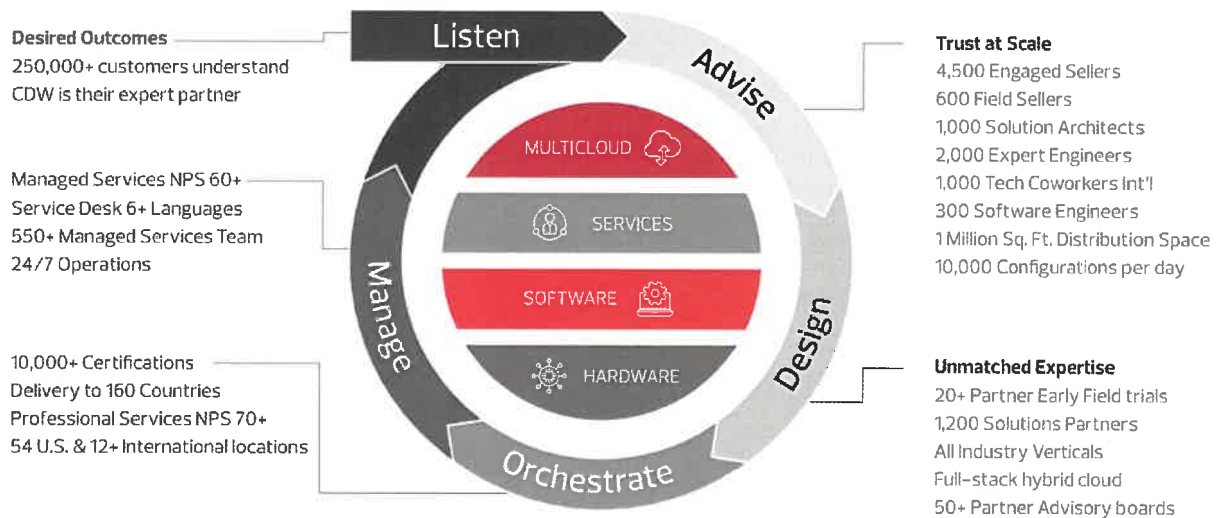


Figure 3. Full Stack Technology with CDW Amplified Services

## CDW Amplified™ Services

### Get More from Your Technology

We know IT. That's our business. When you partner with us, we take the extra load off your IT Team. That way, they can focus on initiatives that turn IT into a competitive advantage while we help you maximize your IT investments and deliver real value for your customers. Our experts help you design, orchestrate, and manage your technology environment.



### DESIGN

#### Advisory & Assessment

Using a wide breadth of tools, data, and years of expertise, we offer strategic advisory services, workshops, and assessment, planning, and design engagements with CDW engineers that consider your specific needs and make recommendations to address gaps and optimize growth.

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This includes documentation, analysis, and creation of materials that detail the bridge between your current and future state.

## ORCHESTRATE

### Building, Implementation & Deployment

Our expert engineers configure and deploy your solutions to help you implement technology according to your organization's unique needs and ensure it works from day one. We can build, create, and analyze software or services, as well as test and release into a defined environment and implement changes outlined in the design phase. We implement technology adoption and organizational change management plans to ensure you're fully utilizing your technology solutions and deriving the value you expect.

## MANAGE

### Continuous Support & Operations

Save time and money, and augment internal IT team bandwidth, with 24/7/265 support and expert management of any aspect of your technology solution.

- **Managed services:** With proactive monitoring, automation, alerting, analysis, maintenance, and performance of operational functions of an organization's contracted technology environment, CDW can provide end-to-end support of your complex environments.
- **Technical support and continuous improvement engagements:** CDW experts provide technical support for complex technology solutions when your IT, development, and business teams need it. Our experts work with you to continuously optimize your technology environment.

## CDW Amplified™ Infrastructure Services

[CDW Amplified™ Infrastructure Services](#) provide expertise, tools, and resources to scale and future-proof your infrastructure. We help you upgrade existing architecture and prepare for what's to come, whether you're on-premises, migrating to the cloud, or already there.



Brocade®, Cisco Meraki™, Commvault®, Cradlepoint®, Dell EMC™, F5®, HP, Hewlett Packard Enterprise, IBM®, NetApp®, Nutanix®, Pure Storage®, Red Hat®, Rubrik®, Veeam®, Veritas™, VMware®

## CDW Amplified™ Development Services

Growing technical debt in your application stacks and software delivery processes can bring your organization to a halt. Modern, cloud-native technologies and industry-leading best practices allow you to develop applications that revolutionize your infrastructure and solve business issues. [CDW Amplified™ Development Services](#) can modernize your applications,

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streamline delivery through DevOps, and write custom, cutting-edge apps that drive your business.



## CDW Amplified™ Workspace Services

[CDW Amplified™ Workspace Services](#) provide a comprehensive approach that allows employees to work from anywhere, on any device. We enable you to build a communications platform that grows with you, is rapidly adopted by end users, and helps you improve business outcomes through seamless collaboration.



AudioCodes™, Bucher + Suter, Calabrio, eGain Analytics™, Google, Jabra®, Logitech®, Nice Incontact™, Poly, Singlewire, Verint®, Vyopta®, Yealink®, Zoom™

## CDW Amplified™ Security Services

[CDW Amplified™ Security Services](#) provide independent evaluations of your security posture and help you fortify your weaknesses. Our certified experts design comprehensive strategies and solutions for protection and response.



## CDW Amplified™ Support Services

IT teams are busier than ever – they aren't just keeping the lights on for everyday technology needs, they're driving innovation across organizations. IT Teams no longer have time to drop everything for every broken laptop or lost password. [CDW Amplified™ Support Services](#) deliver custom warranty, maintenance, and support services that augment your IT staff so they can focus on maximizing business outcomes.



## CDW Amplified™ Data Services

Making data-driven decisions in a competitive market takes a comprehensive data strategy and a modernized data warehouse. [CDW Amplified™ Data Services](#), including artificial intelligence (AI) and machine learning (ML) services, offer actionable insights that give you a stark

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competitive advantage. Design, build, and deploy modern data analytics and AI/ML solutions for storing, transforming, discovering, and operationalizing your data.



## Expertise

CDW offers you an unusual combination: the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency, and resources of a multinational provider. We are ranked No. 4 on CRN’s 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. Our deep expertise across a full range of integrated technology solutions backed by deep industry specialization allows us to provide flexible, end-to-end services to our customers. Our on-demand resources provide the assistance and scale your IT team needs — freeing them up to focus on delivering bottom-line value and innovation.

We offer the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency, and resources of a multinational provider.

- **250,000+ customers globally**
- **3700+ worldwide coworkers in CDW Integrated Technology Solutions**
- **10,000+ technology certifications**



Figure 5 CDW Certifications

Across the U.S. alone, we have over 1,100 services professionals and a fast-growing network of trusted service and solutions partners. And, we are expanding our unique expertise around the world, with offices in the Asia-Pacific region, the U.K. and Ireland, the Middle East and Africa.

We get that every IT solution is unique, and that its delivery must be customized to meet your specific needs. In tandem with industry-leading partners, our highly experienced architects, engineers, and project managers will work with you to design, orchestrate, and manage solutions that meet your needs and help you reach your IT goals. From configuration and maintenance to advanced engagements across infrastructure, workspace, security, and support, CDW has the expertise you need to help with everything. Our technical support and professional services experts, architects and engineers give your IT team the time and focus they need to turn IT into a competitive advantage.

## Local Attention

CDW is headquartered just outside of Chicago, Ill., and we have 53-plus offices throughout the United States and Canada. And even if you're located in an area without a local CDW branch, our network of trusted service providers — all trained to follow the same consistent approach, processes, methodologies and professional manner of CDW-badged engineers — ensure that your organization will still get the full attention and resources it deserves.

## National Scale

For U.S. customers, our operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service. We have full redundancy, eProcurement integration and provider consolidation available to further increase our cost and service efficiencies. In addition to our local branches, we have over 1,100 services professionals and a fast-growing network of trusted service and solutions partners. In fact, because of our national scale, CDW is able to identify areas of emerging need for our customers and then ramp up our expertise and resourcing in those areas.

## Commitment to Diversity

### CDW Business Diversity; Billion Dollar Roundtable (BDR)

CDW's Business Diversity program goals are to increase procurement opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, disabled-owned and other small, disadvantaged businesses. The CDW philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW to continue to provide the best customer experience, while contributing to economic growth in diverse communities.

CDW launched its Business Diversity program in 2007 and has seen increases in diverse spend since the program's inception. Since CDW does not manufacture products, such increases in spend are accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals. Currently there are 1,300+ partnerships with minority, women-owned and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to meet our customers' needs when applicable. At the heart of every diverse business program is the drive to foster inclusivity for diverse communities and drive local economic growth. As inequity remains a systemic issue in society, we continually evolve our program to align with our community, address their needs and endorse equal opportunity. Given our demonstrated progress driving diverse spend in the United States, we were committed to identifying and building a plan to establish an equitable supply chain that creates economic mobilization.

Since 2007 we have spent \$25 billion with certified small, diverse suppliers and currently feature over 1,300 diverse suppliers.

- In 2019:
  - CDW's overall diversity spend exceeded \$2 billion with small, diverse suppliers.
  - CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.
  - CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.
- In 2020:
  - CDW's overall diversity spend exceeded \$2.6 billion with small, diverse suppliers.
  - Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.
  - The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.
  - CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named

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CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

- In 2021:
  - CDW's overall diversity spend exceeded \$3.4 billion with small, diverse suppliers.
  - CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.
  - CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.
  - CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.
- In 2022:
  - CDW's overall diversity spend peaked at \$3.6 billion with small, diverse suppliers.
  - CDW was included in the [2023 America's Top Corporations for Women Owned Business Enterprises](#)
  - CDW is a [2023 Best of the Decade honorees](#). These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

Internally, CDW's Business Resource Groups (BRGs) play an important role in promoting an inclusive culture. They provide professional development, informal mentoring, and networking opportunities to its members. Business Resource Groups also provide a forum for coworkers to build awareness, celebrate their affinity area, collaborate with other BRGs, and provide business perspective on diversity and inclusion initiatives at CDW.

Our diversity and inclusion programs are detailed at <https://www.cdw.com/content/cdw/en/about/overview/diversity-and-inclusion/supplier-diversity.html>

[CDW's Annual Economic Impact Report](#) outlines the wide-ranging impact of our efforts regarding business diversity.

It is important to note that, though not a woman-owned company, since January 1, 2019, CDW has been led by a woman executive – CEO + Chair Ms. Christine Leahy. As of 2023, only 10.4 percent of FORTUNE 500 companies have a female CEO. Ms. Leahy has been with CDW for 21 years and previously served as the company's chief revenue officer, was the company's first general counsel and, previously, was a corporate partner in the law firm of Sidley Austin.



## CDW•G Terms of Offer

All information and documents hereby submitted in response to the Request for Proposal (“RFP”) furnished by WV State Treasury are the property of and are proprietary to CDW Government, LLC (“CDW•G”).

Notwithstanding anything to the contrary contained in the Proposal, CDW•G declares its understanding that CDW•G’s Terms and Conditions of Product Sales and Service Projects (“T&C”), as updated from time to time and provided on CDW•G’s website at <https://www.cdw.com/content/terms-conditions/product-sales.aspx>, constitute the terms and conditions controlling the transaction contemplated by the RFP, except as otherwise agreed upon in writing by the parties. CDW•G requests that Customer review and confirm acceptance of the T&C or, if necessary, negotiate with CDW a mutually agreeable final contract. CDW•G shall not be bound to any term(s) of the RFP or the Proposal or to any contract related to the RFP until or unless: (i) Customer confirms in writing its acceptance of the T&C; or (ii) authorized representatives of CDW•G and Customer execute a written contract that is separate from the Proposal.

Except as otherwise set forth above, CDW•G agrees to maintain the validity of the Proposal for a period of thirty (30) days from the RFP-established due date (“Validity Period”), provided that there are no extraordinary changes in pricing due to unique market conditions, product discontinuation, manufacturer price changes, or other extenuating circumstances. In order to ensure CDW•G’s commitment to the pricing levels and other proposed offerings contained in the Proposal, Customer may notify CDW•G via mail or e-mail that either: (i) Customer accepts CDW•G’s Proposal and agrees to be bound by the T&C, or (ii) Customer intends to negotiate with CDW•G a separate agreement during the Validity Period.

CDW•G will conduct any negotiation of a final agreement with Customer in good faith. Notwithstanding the foregoing, any prices or other privileges contemplated in the Proposal shall commence on the effective date of agreement between the parties or the date of agreement or amendment to an existing agreement between the parties.

# Pricing Offer



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

**ALBERTA KINCAID,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NNLD480	9/8/2023	NNLD480	4003448	<b>\$28,499.63</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Yealink MP56 - VoIP phone - with Bluetooth interface</a> Mfg. Part#: MP56-ZOOM Contract: MARKET	65	6853960	\$216.98	\$14,103.70
<a href="#">Yealink WH66 Mono - headset</a> Mfg. Part#: WH66-MONO-TEAMS Contract: MARKET	45	6734158	\$214.49	\$9,652.05
<a href="#">Yealink WH67 - headset</a> Mfg. Part#: WH67-UC Contract: MARKET	20	6423658	\$214.49	\$4,289.80

<b>SUBTOTAL</b>	\$28,045.55
<b>SHIPPING</b>	\$454.08
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$28,499.63</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> WV STATE TREASURY ACCOUNTS PAYABLE 019 WASHINGTON STREET EAST CHARLESTON, WV 25305 <b>Phone:</b> (304) 558-5000 <b>Payment Terms:</b> Request Terms	<b>Shipping Address:</b> WV STATE TREASURY ALBERTA KINCAID 322 70TH ST SE CHARLESTON, WV 25304-2910 <b>Phone:</b> (304) 558-5000 <b>Shipping Method:</b> DROP SHIP-GROUND
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



## Sales Contact Info

**Lucas Ogden** | (877) 685-2960 | [lucas.ogden@cdwg.com](mailto:lucas.ogden@cdwg.com)

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$28,499.63	\$770.91/Month	\$28,499.63	\$888.33/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.


### Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.


### General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.


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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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