



DATE: January 5, 2026

MEMO TO: Sara Knizhnik, Chair
Operations Committee

Gina Roberts, Chair
Finance Committee

FROM: Mary E. Kann
Director of Administration

RECOMMENDATION: Recommend approval of a Resolution awarding a three-year Contract for Microsoft Software Licensing to CDW-Government, LLC, in an amount not to exceed \$187,726.56.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: The estimated annual contract price is \$62,575.52, totaling \$187,726.56 over three years. Funding was approved as part of the adopted FY2026 budget in the IT Replacement Fund, account 91122400-709000.

BACKGROUND: The contract that would be approved by the attached resolution (“Contract”) will provide the District with Microsoft Enterprise Licensing (used for full-time and part-time employees) and Cloud Solution Provider (CSP) Licensing (used for temporary employees), which include Microsoft Operating Systems, Network Client Access Licenses, Office 365 products, Microsoft Endpoint Security Suite, Multi-Factor Authentication Services, and all upgrades for 235 full-time and approximately 242 seasonal/part-time users, for the term of the Contract.

Under the Governmental Joint Purchasing Act (30 ILCS 525/2), any governmental unit may purchase supplies or services jointly with other government agencies, provided that the price for the supplies or services being purchased were obtained through a competitive bidding or proposal process initiated by a government agency. The Illinois Department of Central Management Services published a notice for competitive bids for a Microsoft Products and Support Contract (SW24-ILLINOIS-SOURCEWELL-STATE OF IL R-257160) and awarded the contract to CDW-Government, LLC. The State’s contract is open for joint purchasing.

The attached resolution would approve the Contract under the same terms as the State’s contract. The District’s Contract would be in effect through February 28, 2029.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Chief Information Officer, Purchasing Manager, Manager of Board Operations and Corporate Counsel.

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A THREE-YEAR CONTRACT FOR MICROSOFT
SOFTWARE LICENSING TO CDW-GOVERNMENT, LLC**

WHEREAS, the Lake County Forest Preserve District (the “District”) desires to purchase licensing rights to use and periodically upgrade Microsoft systems and products, including Microsoft Operating Systems, Network Client Access Licenses, Office 365 products, Microsoft Endpoint Security Suite, and Multi-Factor Authentication Services (the “License Rights”); and

WHEREAS, pursuant to the Illinois Governmental Joint Purchasing Act, 30 ILCS 525/1, et seq., any governmental unit may purchase personal property, supplies, and services jointly with one or more other governmental units if one of the governmental units has publicly advertised for, and received, competitive, sealed bids or proposals, and has awarded a contract for such personal property, supplies, and services to the lowest responsible bidder or the highest ranking proposer, all in accordance with such Act; and

WHEREAS, the Illinois Department of Central Management Services (“CMS”) has publicly advertised for, and received, competitive bids for the License Rights, including a bid by CDW-Government, LLC; and

WHEREAS, CMS has awarded Contract SW24-ILLINOIS-SOURCEWELL-STATE OF IL R-257160 to CDW-Government, LLC, as the lowest responsible bidder for the License Rights (the “CMS Contract”) and the CMS Contract provides that other units of government may also enter into contracts with CDW-Government, LLC, on the same terms as provided in the CMS Contract; and

WHEREAS, it is in the best interest of the District to award a contract for the License Rights to CDW-Government, LLC, on the same terms as provided in the CMS Contract (the “Contract”); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Award of Contract. The bid for the License Rights submitted by CDW-Government, LLC, in an amount not to exceed \$187,726.56 (the “Contract Price”) is hereby accepted, and the Contract is hereby awarded to CDW-Government, LLC.

Section 3: Execution of Contract: The Executive Director of the District is hereby authorized and directed to execute the Contract in the amount of the Contract Price with CDW-Government, LLC.

Section 4: Payments. The District Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2026.

AYES:

NAYS:

APPROVED this ____ day of _____, 2026.

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote
for

Lake County Forest Preserve District

Date: 12/8/25
Account Manager: Megan

VSL Specialist: Mike Buckley
Channel Price Sheet Month: December

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Year 1		Year 2		Year 3		
			Quantity	Price	Extended	Price	Extended	Price	Extended
Online Services									
U4S-00002	O365 G1 GCC Sub Per User	D	30	\$ 110.35	\$ 3,310.50	\$ 110.35	\$ 3,310.50	\$ 110.35	\$ 3,310.50
AAA-11894	O365 G3 GCC Sub Per User	D	35	\$ 253.81	\$ 8,883.35	\$ 253.81	\$ 8,883.35	\$ 253.81	\$ 8,883.35
AAA-11924	O365 G3 FSA Renewal GCC Sub Per User	D	225	\$ 215.69	\$ 48,530.25	\$ 215.69	\$ 48,530.25	\$ 215.69	\$ 48,530.25
7MS-00001	Planner & Project P3 GCC Sub Per User	D	6	\$ 281.40	\$ 1,688.40	\$ 281.40	\$ 1,688.40	\$ 281.40	\$ 1,688.40
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	D	290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software Assurance Products									
9EN-00195	System Center Standard Core ALing SA 16L	D	1	\$ 163.02	\$ 163.02	\$ 163.02	\$ 163.02	\$ 163.02	\$ 163.02
			Total \$	62,575.52	62,575.52	62,575.52	62,575.52	62,575.52	62,575.52
			Three Year Total \$	187,726.56					

Notes

No Tax Referenced
State of Illinois Master Terms Agreement: 8250688
State of Illinois Purchasing Agreement - SW24-ILLINOIS - SOURCEWELL/STATE OF ILL-257160
EA Renewal - 6628315
3/1/2026 Start Date

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

Sourcewell Product Pricing

Category	Discount
Accessories	9.00%
Power, Cooling & Racks	5.00%
Desktop Computers	3.75%
Data Storage/Drives	7.00%
Enterprise Storage	7.75%
Point of Sale/Data Capture	5.00%
Servers & Server Management	5.25%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	5.00%
Chromebooks	3.00%
NetComm Products	9.00%
Carts and Furniture	7.00%
Printing & Document Scanning	3.75%
Services (Partner Delivered)	7.25%
Client Configure-to-Order	3.75%
Software	5.75%
Collaboration Hardware	10.00%
Video & Audio	7.00%
Interactive Flat Panel Display	9.00%
Cables	15.00%
Books/DVD Movies	0.00%
All Other Categories	0.00%

OEM	Discount
Apple	0.50%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Members will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

ServiceNow Solutions

Role	Not to exceed Bill Rate (USD)
ServiceNow Engagement Manager	\$223.65
ServiceNow Program Manager	\$232.05
ServiceNow Advisory Services	\$245.70
ServiceNow Principal Consultant	\$289.80
ServiceNow Organizational Change Management Cons	\$289.80
ServiceNow Integration Expert	\$236.25
ServiceNow Quality Assurance Expert	\$196.35
ServiceNow Solution Architect	\$236.25
ServiceNow Technical Consultant	\$210.00
ServiceNow Trainer	\$236.25

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Amplified Solutions

Service Name	Description	Discount
Google for Education (GFE) Audit - K12	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) Audit - Higher Ed	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) KickStart Package	A Google for Education KickStart Package provides the tailored configuration for your school of every	3.00%
Google for Education (GFE) Support - Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 20 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 40 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - Adhoc Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
North American Google Technical Collaborative	The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices.	3.00%
Google for Education (GFE) Training/Consultancy - Full Day Onsite	Google for Education Training/Consultancy Full Day Onsite (Including Expenses) Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement.	3.00%
Google for Education (GFE) Chrome Checkup	A Google for Education Chrome Check-up digs deep into your current Chrome User, Device and Management configuration . Our industry experts will analyze all Chrome related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future! For full description - https://www.amplifiedit.com/chromecheckup/ Google for Education (GFE) Chrome Check-up to include: In-depth review of your G Suite Chrome settings and devices. Results of Check-up and Analysis. Hour and a half Review Meeting with Amplified IT consultants	3.00%
Amplified IT Admin Level 1 Certification Training - Self-Paced	The Amplified Admin Level 1 Certification training will guide your IT staff through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite. (This is per Seat Pricing)	3.00%
Amplified IT Admin Level 2 Certification Training - Self-Paced	The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing EDU leaders and how to appropriately mitigate through setting configurations. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Bundle	This bundle contains access to the Amplified Admin Level 1 Certification - Live Instructed, Amplified Admin Level 2 Certification - Live Instructed, and Amplified Admin Security Specialist - Self-Paced courses in addition to videos, transcripts, and slides. Access to an EDU Workspace Admin console is required for this course. (This is per Seat Pricing)	3.00%
Gopher products (product)	Gopher products enable schools to better manage their Google users, groups, chrome devices, and policies at scale. This discount applies to a la carte and bundle packages of Gopher applications.	3.00%
Little SIS (product)	Little SIS gives schools ability to manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting and archiving of classes.	3.00%
MSRP can be found at https://www.amplifiedit.com/MSRP		

Data Center Transformation

Role	Not to exceed Bill Rate (USD)
Analyst	\$140.00
Sr Analyst	\$165.00
Consultant	\$215.00
Sr Consultant	\$255.00
Managing Consultant	\$275.00
Principal Consultant	\$295.00
Chief Architect	\$295.00
Consulting Project Manager	\$215.00
Consulting Engagement Manager	\$230.00
Consulting Project Coordinator	\$165.00
Consulting Program Manager	\$245.00
Enterprise Architect	\$295.00
Executive Technology Strategist	\$295.00

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Digital Velocity Solutions

Role	Not to exceed Bill Rate (USD)
F-CTO	\$341.25
Practice Director	\$341.25
Digital Strategy Consultant	\$309.75
Principal Consultant - Cloud	\$309.75
Hybrid Cloud Architect	\$262.50
Hybrid Cloud Engineer	\$236.25
Principal Consultant - DataOps	\$309.75
DataOps Architect	\$262.50
DataOps Engineer	\$236.25
Principal Consultant - SW	\$309.75
SW Architect	\$262.50
SW Engineer	\$225.75
Principal Consultant - SDI	\$309.75
Solutions Architect	\$262.50
Solutions Engineer	\$236.25
Digital Product Strategist	\$262.50
Enterprise Program Manager	\$236.25
Sr Technical Project Manager	\$231.00
Technical Project Manager	\$215.25
Sr. Agile Project Manager	\$236.25
Agile Project Manager	\$225.75

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Managed Services

Gold Level Support for Customer Devices

Applications

Not to exceed Bill Rate (USD)

Microsoft System Center Configuration Manager (SCCM) - Gold	\$543.38
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	\$572.36
DHCP Support add to MS AD above	\$163.74
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	\$869.40
Microsoft Active Directory - Large Environment 21+ DCs - Gold	\$1,666.35
Microsoft Active Directory Federation Services (ADFS) - Gold	\$782.46

Managed Services

Backup

Not to exceed Bill Rate (USD)

IBM Tivoli Storage Manager Gold	\$2,173.50
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	\$1,195.43
Cohesity RMS SM: 1-250 VMs - Gold	\$1,195.43
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	\$1,738.80
Commvault RMS Backup Environment Lrg: 601-1000 VMs - Gold	\$2,173.50
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	\$2,753.10
Veeam RMS SM: 1-250 VMs - Gold	\$1,195.43
Veeam RMS Med: 251-600 VMs - Gold	\$1,738.80
Veeam RMS Lrg: 601-1000 VMs - Gold	\$2,173.50
Veeam RMS XL: 1000+ VMs - Gold	\$2,753.10
EMC Avamar RMS SM: 1-250 VMs - Gold	\$1,195.43
EMC Avamar RMS Med: 251-600 VMs - Gold	\$1,738.80
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	\$2,173.50
EMC Avamar RMS XL: 1000 VMs - Gold	\$2,753.10
EMC Data Domain - Gold	\$2,173.50
Microsoft System Center DPM - SM <100 - Gold	\$1,738.80
Microsoft System Center DPM - Med 100 - 500 - Gold	\$2,173.50
Microsoft System Center DPM - Lrg >500 Gold	\$2,753.10
Microsoft System Center DPM - XL - Gold	\$3,477.60

Citrix

Not to exceed Bill Rate (USD)

Citrix - Per Licensed User - Gold	\$17.39
-----------------------------------	---------

Converged Infrastructure

Not to exceed Bill Rate (USD)

Cisco UCS - Gold	\$340.52
------------------	----------

Not to exceed Bill Rate (USD)	
Databases	
Microsoft SQL - Gold	\$869.40
MySQL- Gold	\$869.40
Oracle - Gold	\$869.40
Hyperconverged Infrastructure	
Cisco HyperFlex Edge Node Mangement - Gold	\$275.31
Cisco HyperFlex Node Mangement - Gold	\$275.31
Nutanix Node Management - Gold	\$275.31
vSAN Node Management - Gold	\$260.82
Network	
Silver Peak SD-WAN - Gold	\$69.05
Aruba Wireless Controller/Conductor - Gold	\$65.21
Aruba Wireless Access Points - Gold	\$2.90
Cisco Mobility Services Engine – Gold	\$50.72
Cisco Prime Infrastructure Manager - Gold	\$50.72
Cisco Switch: Access/Stacked Switch (No Module Capability) - Gold	\$28.98
Cisco Switch: Access w/ Module Capability (including Supervisor) - Gold	\$28.98
Cisco Switch: Core (no Module Capability) - Gold	\$66.65
Cisco Switch: Core w/ Module Capability (including Supervisor) - Gold	\$66.65
Cisco Switch: Module - Gold	\$14.49
Cisco Router - Gold	\$50.72
Cisco IWAN - Gold	\$50.72
Cisco WAAS/WAVE - Gold	\$37.67
Cisco Wireless Controller - Gold	\$65.21
Cisco Wireless Access Points - Gold	\$2.90
Cisco SD-WAN - Gold	\$81.14
Cradlepoint Flex - Gold	\$28.98
Cradlepoint Enterprise - Gold	\$44.92
F5: BIG-IP - Gold	\$75.35
F5: Local Traffic Manager (LTM) - Gold	\$218.80
F5: Advance Firewall Manager (AFM) - Gold	\$182.57
F5: BIG-IP DNS - Gold	\$181.13
Riverbed Steelhead - Gold	\$18.84
Cisco Application Centric Infrastructure (ACI) - per switch - Gold	\$73.90
Meraki MR Wireless Access Points - Gold	\$2.90
Meraki MV Wireless Camera - Gold	\$3.62
Meraki MG Cellular Gateway - Gold	\$14.49
Meraki MS Switch - Gold	\$14.49
Meraki MX Security Appliance - Gold	\$23.18

Operating Systems		Not to exceed Bill Rate (USD)
Windows O/S - Gold		\$81.51
Linux O/S (Red Hat/ SUSE) - Gold		\$163.74
AIX O/S - Gold		\$310.09
IBM System I - Gold		\$1,304.10

Security		Not to exceed Bill Rate (USD)
Cisco ASA - Gold		\$588.29
Cisco Firepower Services (Per Sensor) - Gold(Includes Firepower Management Center (FMC) support)		\$328.92
Cisco Firepower Threat Defense - Gold(Includes Firepower Management Center (FMC) support)		\$644.81
Palo Alto Firewall wo Panorama - Gold		\$549.17
Palo Alto Firewall w Panorama - Gold		\$549.17
Palo Alto Panorama - Gold		\$266.62
Cisco Identity Services Engine (ISE) - Gold		\$539.56
Fortinet Firewall wo FortiManager – Gold		\$549.17
Fortinet Firewall w FortiManager – Gold		\$549.17
Fortinet FortiManager – Gold		\$266.62
Fortinet FortiAnalyzer – Gold		\$81.14
Cisco Umbrella - Gold (Per User)		\$0.88

Server Virtualization (Hypervisor)		Not to exceed Bill Rate (USD)
VMware ESXi - Gold		\$210.11
Nutanix AHV - Gold		\$210.11
Microsoft Hyper-V - Gold		\$210.11

Storage		Not to exceed Bill Rate (USD)
Controller: IBM Storage Virtualization (priced per controller) - Gold		\$1,086.75
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold		\$17.39
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold		\$2.32
SAN Switch - Gold		\$239.09
Controller: NetApp (Priced per controller) - Gold		\$1,086.75
Controller: EMC (Priced per controller) - Gold		\$1,086.75
Controller: IBM (Priced per controller) - Gold		\$1,086.75

UC (Unified Communications)		Not to exceed Bill Rate (USD)
Call Control: Cisco Analog Voice Gateway- Gold		\$19.56
Call Control: Cisco CUCM/IM&P Server - Gold(Includes IM&P / Presence nodes.)		\$543.38
Call Control: Cisco Unity Connection (UCONN) - Gold		\$398.48
Call Control: Cisco Voice Gateway – Gold		\$72.45

Call Control: Cisco Business Edition 6000 Lifeline - Gold	\$811.01
Call Control: Cisco Attendant Console (CUXAC) - Gold	\$543.38
Call Control: VistaPoint Attendant Console - Gold	\$543.38
Call Control: Cisco Call Manager Express - Gold	\$181.13
Call Control: Cisco Unified Border Element (CUBE) - Gold	\$181.13
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	\$144.90
Call Control: Cisco Prime Collaboration Deployment - Gold	\$144.90
911: Cisco Emergency Responder (CER) - Gold	\$398.48
Voice Mail: Cisco Unity Express - Gold	\$181.13
Notification: InformaCast from Singlewire - Gold	\$398.48
Call Experience Testing - 2CPH - Gold	\$495.71
Included Up to 10 MACD Incidents - Monthly	
(If you choose to have CDW perform your MACD activity, the first 10 MACDs are included in the monthly cost. Customer must submit MACDs on CDW's standard MACD form. MACDs beyond 10 per month are available in the blocks of 10 for 350 per block.	\$0.00

UC Contact Center

Not to exceed Bill Rate (USD)

Contact Center: Exony Virtual Integration Manager (VIM) - Gold	\$472.50
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold	
(Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIIC, Rogger and Peripheral Gateway (PG).)	\$456.44
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	\$456.44
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	\$405.72
Contact Center: Virtualized Voice Browser (VVB) - Gold	\$108.68
Contact Center: UCC Express (UCCX) / Finesse - Gold(Contact Center Express, Cisco Finesse or IPIVR/VRU)	\$456.44
Contact Center: Cisco Unified Intelligence Center - Gold	\$454.17
Contact Center: SocialMiner - Gold	\$456.44
Contact Center: 2Ring Dashboards and Wallboards - Gold	\$456.44
Contact Center: Email Interaction Manager (EIM/WM/CIM) - Gold	\$456.44
Contact Center: Enterprise Chat and Email (ECE) - Gold	\$456.44
Contact Center: eGain Analytics - Gold	\$405.72
Contact Center: ESNA Cloudlink - Gold	\$144.90
CVP: CVP Operations Console - Gold	\$405.72
CVP: SIP Proxy (CUSP) - Gold	\$202.76
CVP: Ingress Gateway - Gold	\$108.68
CVP: VXML Gateway - Gold	\$108.68
Bucher and Suter (Connector for Salesforce.com) - Gold	\$144.90

UC Video

Not to exceed Bill Rate (USD)

Cisco WebEx Meetings Server (CWMS) - Gold	\$398.48
Cisco WebEx Cloud Connected Audio - Gold	\$446.05
Cisco Meeting Place Express - Gold	\$398.48

UC Video: Cisco Meeting Server (CMS) - Gold	\$217.35
UC Video: Cisco Meeting Manager (CMM) - Gold	\$217.35
UC Video: Cisco Telepresence Content Server - Gold	\$398.48
UC Video: Expressway-C / Expressway-E - Gold	\$217.35
UC Video: Telepresence Management Suite (TMS) - Gold	\$543.38
Cisco Webex Hybrid Directory Connector - Gold	\$217.35
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	\$217.35
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	\$217.35
UC Video: MSE Chassis - Gold	\$144.90
UC Video: MCU MSE Blade - Gold	\$108.68
UC Video: Gateway (GW) MSE Blade - Gold	\$108.68
UC Video: Endpoint Management - Gold	\$72.45
UC Video: Telepresence Server Blade - Gold	\$108.68
UC Video: Telepresence MCU - Gold	\$108.68

AWS and AZURE Basic / Essential / Premium Support	
	Monthly Price
*Basic Service - \$0K to \$10K	As Invoiced
*Basic Service - \$10K to \$250K	As Invoiced
*Basic Service - \$250K+	As Invoiced
Essential Service - \$0K to \$35K	As Invoiced
Essential Service - \$35K to \$75K	As Invoiced
Essential Service - \$75K+	As Invoiced
Premium Service - \$0K to \$100K	As Invoiced
Premium Service - \$100K to \$250K	As Invoiced
Premium Service - \$250K+	As Invoiced

*Fees are based on a percentage of customer's actual consumption of AWS / Azure services.
 **if CDW is billing the customer for Basic consumption, no pricing uplift is applied.

Additional Services	
	Monthly Price
End User Help Desk Support	Custom Quote
Exchange and SharePoint Support	Custom Quote
Security Incident and Event Management (SIEM)	Custom Quote
Data Protection and Retention Services	Custom Quote
ServiceNow Ticket Integration and Management	Custom Quote

Time and Materials Support - Out of Scope Services	
	Not to exceed Bill Rate (USD)
Managed Services Engineering and Consulting	\$210.00

Pricing Notes:

Recurring Services - Monthly Minimum Fees

Managed Customer Devices

Gold Level Support = \$1,000.00 per Month

AWS / Azure Support

Basic = \$49.00 per Month

Essential = \$400.00 per Month

Premium = \$2,500.00 per Month

Time and Materials Support - Additional Terms

Unscheduled after hours support is 2X hourly rate with a 2 hour minimum

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Professional Services

Role	Not to exceed Bill Rate (USD)
Associate Consulting Engineer	\$183.75
Consulting Engineer	\$225.75
Senior Consulting Engineer	\$236.25
Technical Lead / Principal Consulting Engineer	\$267.75
Enterprise Consulting Architect	\$267.75
Business Consulting Analyst	\$257.25
Project Administrator	\$173.25
Project Manager	\$220.50
Senior Project Manager	\$225.75
Enterprise Project Manager, PMO Lead	\$241.50
Program Manager	\$241.50
Technical Architect	\$367.50

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Security (Cyber & Physical)

Cloud	Not to exceed Bill Rate (USD)
Consultant	\$249.38
Manager	\$274.31
Sr. Consultant	\$299.25
Sr. Manager	\$299.25
Director	\$374.06
Cyber-Privacy-Threat Intelligence	Not to exceed Bill Rate (USD)
Associate Consultant	\$179.55
Consultant	\$229.43
Sr. Consultant	\$249.38
Manager	\$259.35
Sr. Manager	\$274.31
Principal Consultant	\$279.30
Technical Lead	\$279.30
Director	\$324.19
Managing Director	\$399.00
IAM and Ops, Advisory & Programs (SOAP)	Not to exceed Bill Rate (USD)
Associate Consultant	\$164.59
Sr. Associate Consultant	\$184.54
Consultant	\$229.43
Sr. Consultant	\$249.38
Managing Consultant	\$259.35
Manager	\$259.35
Architect	\$269.33
Sr. Manager	\$274.31
Principal Consultant	\$279.30
Director	\$324.19
Managing Director	\$399.00

Incident Response	Not to exceed Bill Rate (USD)
Incident Response-All roles	\$423.94

Infrastructure - Physical	Not to exceed Bill Rate (USD)
Associate Consultant	\$179.55
Consultant	\$229.43
Sr. Consultant	\$254.36
Enterprise Atchitect	\$279.30
Principal Consultant	\$279.30
Technical Lead	\$279.30

Risk Consulting (RC)	Not to exceed Bill Rate (USD)
Associate Consultant	\$119.70
Sr. Associate Consultant	\$134.66
Consultant-Finance	\$144.64
Sr. Consultant-Finance	\$149.63
Consultant-IT	\$154.61
Sr. Consultant-IT	\$159.60
Manager	\$169.58
Sr. Manager	\$179.55
Director	\$184.54
Managing Director	\$199.50

Technology Integration (Splunk & IAM)	Not to exceed Bill Rate (USD)
Solution Architect (Delivery)	\$314.21

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

STATE OF ILLINOIS SOURCEWELL PARTICIPATING AGREEMENT
CDW Government LLC (hereinafter “Contractor”) And
The State of Illinois (hereinafter “State” or “Participating State/
Entity”)

25-448DOIT-TELEC-P-80070

- 1. Scope:** This Participating Agreement (“PA”) covers the Sourcewell 121923-CDWG contract (“Master Agreement”) for use by state agencies and other entities located in the State of Illinois authorized by that state’s statutes to utilize State contracts.

Contracts with the prior approval of the Illinois Chief Procurement Officer for General Services (“Illinois CPO”). Purchase Orders placed from this Participating Agreement are limited exclusively to the following products and services:

- Please see Attachment A.
- Services allowed on this contract will only be for items purchased from this contract. This ensures that products and trainings align with purchases. Applicable services will require a Statement of Work.
- Quotes are required for all orders from this Participating Addendum.

- 2. Participation:** This Master Agreement may be used by all governmental units qualified to use statewide contracts in the State of Illinois.

- 3. Participating State Modifications or Additions to Master Agreement:** The following changes are modifying or supplementing the Master Agreement terms and conditions. These modifications and additions apply only to actions and relationships within the State of Illinois. Any conflict between the terms of the Master Agreement and the terms of this PA shall be governed by the terms of this PA. Those terms that are not otherwise in conflict shall continue in full force and effect.

3.1. Joint and Cooperative Purchasing:

3.1.1 The Chief Procurement Officer for General Services makes this Master Agreement along with this PA available to all governmental unit or qualified not-for-profit agencies.

“Chief Procurement Officer” means the chief procurement officer appointed pursuant to 30 ILCS 500/10- 20(a)(4).

3.1.2 The products purchased subject to the PA shall be rendered directly to each governmental unit. “Governmental unit” means State of Illinois, any State agency as defined in Section 1- 15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax, or any other public entity created by Illinois statute.

3.1.3 Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the Master Agreement for the items in the PA to the State and all authorized governmental units.

3.1.4 Contractor shall bill each governmental unit or qualified not-for-profit agency separately for

its actual share of the costs of the products purchased pursuant to a Purchase Order or other similar State purchasing document such as its Basic Ordering Agreement (cumulatively referred to herein as "PO"). All terms and conditions in this PA apply with full force and effect to all purchase orders. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Contractor and governmental units or qualified not for-profit agencies shall be resolved between the affected parties.

3.2 Subcontractors

3.2.1 Will Subcontractors be utilized? Yes _____ No X

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Standard Illinois Certifications completed by the subcontractor.

3.2.2 Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of this Contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

3.2.3 All contracts with the subcontractors identified above must include the Standard Illinois Certifications completed

3.2.4 If the annual value of any the subcontracts is more than \$100,000, then Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

3.2.5 If at any time during the term of the PA, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify the State, in writing, of the names, addresses, and the expected amount of money that each new or replaced subcontractor will receive pursuant to the PA or any PO, together with a description of the work to be performed by the subcontractor. Any subcontracts entered into prior to award of the PA and a subsequent PO are done at the Contractor's and subcontractor's risk.

3.2.6 Any subcontractors must include the same certifications that Contractor must make as a condition of this PA Contractor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

3.3 Where Services are to be Performed. All Services shall be performed in the United States. If the Contractor performs the services purchased here under in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by the Contractor.

3.4 Schedule of Work. Any work performed on State premises shall be done during the hours designated by the State, or the State of Illinois entity that is a party to the PO and performed in a manner that does not interfere with the State and its personnel.

3.5 Type of Pricing. The Illinois Office of the Comptroller requires the State to indicate whether the Participating Agreement value is firm or estimated at the time it is submitted for obligation. The total value of this Participating Agreement is estimated. Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the Master Agreement for the items in the PA to the State and all Participating entities. Pricing for Products sold to State shall be as set forth in the Master Agreement.

3.6 Term. This contracts term date begins on the last day of its execution and ends no later than 10/14/2027. No renewal options.

3.6.1 Contractor shall not commence billable work in furtherance of the PA or any PO prior to final execution of each, except when permitted pursuant to 30 ILCS 500/20-80.

3.7 Termination for Cause. The State may terminate or suspend this PA or any PO, in whole or in part, immediately upon notice to the Contractor if: (a) the State determines that the actions or inactions of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Contractor has notified the State that it is unable or unwilling to perform the PA or any PO. Contractor shall immediately notify the State of any event that may have a material impact on Contractor's ability to perform the PA or any PO.

3.7.1 If Contractor fails to perform to the State's satisfaction any material requirement of this PA or any PO, is in violation of a material provision of this PA or any PO, or the State determines that the Contractor lacks the financial resources to perform the PA or any PO, the State shall provide written notice to the Contractor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date, the State may either: (a) immediately terminate or suspend the PA or relevant PO(s) without additional written notice, (b) withhold payment until the default is remedied, (c) enforce the terms and conditions of the Master Agreement, PA, or PO.

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

3.8 Termination for Convenience. The State may, for its convenience and with thirty (30) days' prior written notice to Contractor, terminate this PA or any PO in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor. The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for products provided in compliance with this PA and the applicable PO(s), up to and including the date of termination.

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

3.10 Payment Terms and Conditions.

3.10.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Contractor's sole remedy for late payments by the State. Payment terms contained on Contractor's invoices shall have no force and effect. Section 23 of the Master Agreement shall have no force or effect with respect to the State.

3.10.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20- 25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to Vendor under the Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9

3.10.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date or the contract is prior to execution.

3.10.4 Prevailing Wage: As a condition of receiving payment Contractor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217 -782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).

3.10.5 Federal Funding: POs may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

3.10.6 Invoicing: By submitting an invoice, Contractor certifies that the products provided meet all requirements of the PA and applicable PO, and the amount billed and expenses incurred are as allowed in the PA and PO. Invoices for products purchased, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

3.10.7 Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Contractor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

3.10.8 Contractor shall invoice on a per order basis.

3.11 Assignment. Neither Party may assign this PA nor any PO hereunder without the prior written consent of the other Party.

3.12 Audit and Retention of Records. Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems. shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the PA or PO, or completion of the PA or any PO, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Contractor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the State, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this PA, PO, or any subcontract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's or subcontractor's books and records. 30 ILCS 600/20-65.

3.13 Confidential Information. Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this PA and any POs. Contractor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Contractor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

3.14 Indemnification and Liability. The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Contractor's negligent performance; (c) any act, activity or omission of Contractor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this PA or any PO infringe, misappropriate or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section I (a), (b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private

parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Except for its IP indemnity obligations stated herein, property damage or personal injury, or fraud, Contractor shall not be liable for any amount of damages in excess of the amounts paid and payable for the products giving rise to the claim.

3.15 Insurance. Contractor shall, at all times during the term or the PA, POs, and any renewals maintain and provide a Certificate of Insurance listing the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Contractor shall provide; (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.

3.16 Continual Performance Obligations. Vendor shall continue to perform its obligations while any dispute concerning this Contract is being resolved unless otherwise directed by the State.

3.17 No Waiver of Rights. Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

3.18 Force Majeure. Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the PA or any effected PO without penalty if performance does not resume within thirty (30) days of the declaration.

3.19 Independent Contractor. Contractor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments shall be made on that basis.

3.20 Solicitation and Employment. Contractor shall not employ any person employed by the State during the term or this PA or any PO to perform any work under any PO. Contractor shall give notice immediately to the State if Contractor solicits or intends to solicit State employees to perform any work under this PA or any PO.

3.21 Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this PA and any POs. Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Contractor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

- **Background Check.** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal history background checks of Contractors and subcontractors, officers, employees, or agents performing services on State owned, leased or controlled property. Contractor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Contractors and subcontractors' officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Contractor agree to waive the rights of its employees, nor can Contractor provide the State with any information protected by law, including but not limited to Contractor's background check data.

3.22 Applicable Law.

3.22.1 Prevailing Law. This PA and any POs shall be construed in accordance with and are subject to the laws and rules of the State of Illinois.

3.22.2 Equal Opportunity. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

3.22.3 Court of Claims; Arbitration; Sovereign Immunity. Any claim against the State arising out of the Master Agreement, this PA, or any PO must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of the Master Agreement, this PA, or any POs. The State of Illinois does not waive sovereign immunity by entering into this PA or any POs.

3.22.4 Official Text: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.1iqa.gov/legislation/ilcs/ilcs.asp).

3.23 Antitrust Assignment. If Contractor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the PA or any PO, then upon request of the Illinois Attorney General, Contractor shall assign to the State rights, title, and interest in and to the claim or cause of action.

3.24 Contractual- Authority. The Agency that signs any PO for the State of Illinois shall be the only State of Illinois entity responsible for performance and payment under such PO. When the Chief Procurement Officer or authorized designee signs in addition to an agency, they do so as approving officer and shall have no liability to Contractor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Contractor shall have any liability to Contractor for that order.

3.25 Expatriated Entities. Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

3.26 Notices. Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and

other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

3.27 Modifications and Survival. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

3.28 Performance Record/Suspension. Upon request of the State, Contractor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the PA and any PO. The State may consider Contractor's performance under the POs and compliance with law and rule to determine whether to continue the PA and POs, suspend Contractor from doing future business with the State for a specified period of time, or whether Contractor can be considered responsible on specific future contract opportunities.

3.29 Freedom of Information Act. This PA any POs, and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (5 LCS 140) notwithstanding any provision to the contrary that may be found in this contract.

3.30 Warranties for Supplies and Services.

3.30.1 Contractor will pass through all manufacturer warranties associated with any goods or supplies furnished under this PA which are intended for the end user. The State acknowledges that Contractor is not the manufacturer of the goods or supplies and that the only warranties offered are those of the manufacturer, not Contractor or its Affiliates. In purchasing the goods, the State rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. Contractor warrants that the supplies furnished under this PA and any PO will:

- (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the Contractor, including but not limited to all specifications attached as exhibits hereto, to any PO, or to the Master Agreement:
- (b) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; AND
- (c) be of good title and be free and clear of all liens and encumbrances.

3.30.2 Contractor shall insure that all manufacturers' warranties transferred to the State.

3.31 EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, CONTRACTOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE PURCHASED ITEMS OR THEIR PERFORMANCE OR NON-PERFORMANCE.

3.32 Primary Contacts The primary contact individuals for this Participating Agreement are as follows (or their named successors):

Contractor

Name: [REDACTED]

Telephone: [REDACTED]

Participating Entity

Name: [REDACTED]

Address: [REDACTED]

Telephone: [REDACTED]

3.33 Orders. Any Purchase Order placed by governmental units and qualified not-for-profit agencies authorized to use statewide contracts in the State of Illinois for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement, as modified by this PA, as well as this PA, unless the parties to the PO agree in writing that another contract or agreement applies to such order.

3.34 Supplemental Terms. Notwithstanding any provision to the contrary in Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

- 3.34.2 The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);
- 3.34.3 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;
- 3.34.4 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;
- 3.34.5 The procuring Agency and the State do not agree to be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.
- 3.34.6 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);
- 3.34.7 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Contract;
- 3.34.8 Vendor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clause of this Contract; and
- 3.34.9 Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
- 3.34.10 Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

3.36 Reporting: Pursuant to the Master Agreement (Sourcewell 121923-CDWG), Contractor shall provide quarterly usage reports in the below format. Contractor shall provide Illinois specific quarterly reports until the expiration of the term of the PA. The reporting period and submission due date shall be on the following schedule:

- Fiscal Year Quarter 1 July-September due October 31
- Fiscal Year Quarter 2 October-December due January 31
- Fiscal Year Quarter 3 January-March due April 30
- Fiscal Year Quarter 4 April-June due July 31

BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: DoIT.ITPO.Communications@illinois.gov

A Sample of the report is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXX

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

3.38 Standard Certifications and Disclosures. Contractor agrees to the Standard Certifications and Disclosures in FORMS B, provided in Exhibit A hereto. Contractor agrees that its Disclosures and Conflicts of Interest forms, Illinois Procurement Gateway Sections F, G and I (attached hereto as Exhibit B) are accurate and complete.

3.39 Individual Customer. Each State agency and governmental unit authorized to use statewide contracts in the State of Illinois, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this PA, each agency and political subdivision will be responsible to follow the terms and conditions of the Sourcewell Master Agreement: and they will have the same rights and responsibilities for their purchases as the Lead State has in the Sourcewell Master Agreement, as amended by this PA. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed for their purchases. The Contractor will apply the charges to each Participating Entity individually.

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

Conflicts of Interest will prevail in the event of a conflict between this PA and Master Agreement. This PA can be signed in multiple counterparts upon agreement of the Parties.

4. Piggyback and Participation Contract Terms and Conditions

4.1. Agency Specific Terms and Conditions

In the event of any inconsistency or conflict between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1. This State of Illinois Participating Addendum.
- 2. Master Agreement Number 121923-CDWG
- 3. Sourcewell Solicitation for Technology products and services

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by both parties below.

**State of Illinois, acting through the
Department of Innovation & Technology**

CDW Government, LLC

Name: [Redacted]

Name: [Redacted]

Signature: [Redacted]

Signature: [Redacted]

Title: [Redacted]

Title: [Redacted]

Date: 4/25/2025

Date: 04/23/2025

Reviewed as to legal clause sufficiency [Redacted] 04/24/2025


AM
AM

STATE OF ILLINOIS CONTRACT AMENDMENT


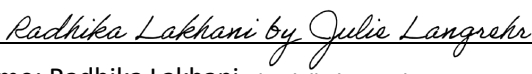
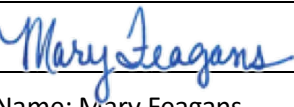
The undersigned Agency and Vendor, CDW-G, (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: CDW-G	Address: 200 N Milwaukee Ave, Vernon Hills, IL 60061
Signature: 	Phone: +1 (203) 851-7049
Printed Name: Dario Bertocchi	Fax:
Title: VP Contracting Operations	Email: dariber@cdw.com
Date: 7/30/2025	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone: 217-524-7057
Street Address: 120 W Jefferson	Fax: Click here to enter text.
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 7/31/2025
Printed Name: Brandon Ragle	
Official's Title: Acting Secretary	
Legal Signature: 	Date: 07/31/2025
Legal Printed Name: Radhika Lakhani by Julie Langrehr	
Legal's Title: General Counsel by Deputy General Counsel	
Fiscal Signature: 	Date: 07/31/2025
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Financial Officer	



Reviewed as to legal clause sufficiency – *BPW* 7/31/2025

PBC# 25-448DOIT-TELEC-P-80070		Project Title: JPMC PA PC, Accessories and Software	
Contract #	9100001957	Procurement Method (IFB, RFP, Small, etc):M- Other	
IPB Ref. # B-47532	IPB Publication Date: 4/23/2025	Award Code: M	
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No		Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source	Obligation #	9100001957	
CPO 33 – General Counsel Approval:			
Signature	Printed Name	Date	

1. **CONTRACT DESCRIPTION** (including Original Purchase Order or Contract Number): This Participating Agreement (“PA”) covers the Sourcwell 121923-CDWG contract (“Master Agreement”) for use by state agencies and other entities located in the State of Illinois authorized by that state’s statutes to utilize State contracts.
2. **CHANGE ORDER:** Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E? This is **NOT** considered a change order.
3. **AMENDMENT** (Check all that apply, complete blanks and explain as necessary): The following sections will be inserted into the Participating Addendum.
4. **Insert Section 3.5.1:** As provided in Section 3.10.7 of this PA, Vendor shall not invoice the State for any taxes unless accompanied by documentation demonstrating that the State is subject to the tax. To the extent the State, in its sole discretion, determines taxes or regulatory fees, including but not limited to tariffs, are required by law to be applied to specific products ordered, Vendor must separately itemize all such charges to the State in writing at the time of order fulfillment and provide a comprehensive cost breakdown citing the specific legal authority necessitating the application of each charge. Payments for such charges shall only be made if the charge has a direct impact on applicable products. If any such charges are later determined to be unlawful or improperly assessed, the invoiced amounts will be reduced accordingly, and Vendor shall promptly refund costs already paid by the State.

Insert Section 3.14.1 : DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: Vendor shall ensure the security, storage, and integrity of the State’s content, data, computers, networks, and systems (which may include the use of encryption technology to protect the State’s content and data from unauthorized access). Notwithstanding anything to the contrary in this Contract, to the extent that Vendor experiences or causes an information breach or security incident that impacts the State’s data, content, computers, systems, or networks, Vendor shall promptly notify the State and will use best efforts to immediately remedy any such breach or incident, and to prevent any further breach or incident, at Vendor’s expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for any and all costs incurred by the State in responding to, and mitigating damages caused by, any such breach or security incident, including all costs of notice and/or remediation.

- 3.2.1 **Insert Section 3.14.2: DATA LOSS AND DAMAGE TO STATE COMPUTER SYSTEMS:** Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable where any damage or impairment to the State’s computers, systems, and networks, or any loss or corruption of the State’s data or content, is due to Vendor’s negligent or intentional acts and omissions. Further, Vendor shall reimburse the State for any and all costs incurred by the State in restoring such data, content, computers, systems, or networks.

Insert Section 3.35: SECURITY REQUIREMENTS: The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements. An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment, data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vendor program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel. If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards. <https://www2.illinois.gov/sites/doiit/support/policies/Pages/default.aspx> Vendor must also adhere to a minimum-security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 5, Security and Privacy Controls for Federal Systems and Organizations.

<https://doi.org/10.6028/NIST.SP.800-53r>. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security. Cloud solutions must be in material alignment to the NIST 800-53, Revision 5 with the Cloud Security Alliance controls at CSA (Cloudsecurityalliance.org). State and Federal laws, rules and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as applicable.

- Illinois Identity Protection Act (5 ILCS 179)
- Illinois Personal Information Protection Act (815 ILCS 530)
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)
- Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016
- Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
- Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version 2.0 September 20, 2013.

4.1. The completion date will remain the same.

4.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will stay the same.

4.3. The cost will remain the same.

4.4. The supplies or services to be provided will stay the same.

4.5. Subcontractors will remain the same.

4.5.1. All contracts with the subcontractors identified above must include the Standard Illinois Certifications.

4.5.2. If the annual value of any of the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

4.5.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Illinois Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed IPG Active Registered Vendor Disclosure (formerly named Forms B) for the subcontractor.

4.5.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

5. EFFECTIVE DATE OF AMENDMENT: Last Date of Execution.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

Name: CDW Government

Business Name: CDW Governmt LLC

Taxpayer Identification Number:


Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number : 36-3310735

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: **Wednesday, July 30, 2025**