



Satellite Office

CDW Government LLC
2 Corporate Drive, Suite 800
Shelton, CT 06484
Attn: Program Management

Fax: 203.899.7699
Toll-free: 800.506.2394
www.CDWG.com

Corporate Headquarters

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 847.465.6000
Fax: 847.465.6800
Toll-free: 800.600.4239
www.CDWG.com

November 21, 2017

Richard Beattie
Director of Purchasing
University of Kansas
1246 West Campus Road
Lawrence, KS 66045

Subject: Contract Expiration of Master Product Sales Agreement 284205807

Dear Mr. Beattie:

This notice is to inform you that your Master Product Sales Agreement with CDW Government LLC dated September 1, 2012 will expire on August 31, 2017.

2018

As a sign of good faith while negotiations are under way, we offered a (90) day extension that ended on November 29, 2017. We are happy to put forth an additional ninety (90) day extension (ending February 27, 2017) to the pricing structure of your last amended contract with us. All terms and conditions included in the previous agreement shall remain in full force and effect.

We anticipate that the on-going negotiations to formally extend or existing Master Product Sales Agreement will continue and result in a successful extension of the agreement. If at any time the agreement is executed prior to February 27, 2017, this good faith extension shall immediately terminate in favor of the Master Product Sales Agreement ²⁰¹⁸ 284205807.

Please direct any questions to Patricia Karakash, Program Manager at 847-371-5819 or by email at patrkar@cdw.com.

Sincerely,

Mark Ellis
Manager, Program Management

University of Kansas

Signature *Richard Beattie*

Name Richard Beattie

Title Chief Procurement Office

Date 11/27/2017

CDW Government LLC

Signature *Mark A. Ellis*

Name Mark A. Ellis

Title Manager, Program Management

Date 11/21/2017

Browser address bar: <https://solutions.sciquest.com/apps/Router/ContractSummarySearchResult?contractId=93971&Na...>

Page Title: KU Contracts | Procurement Service | solutions.sciquest.com

Navigation: File Edit View Favorites Tools Help

Page Header: Procure To Pay System Contract Viewer 0.00 USD Search (Alt+Q)

Breadcrumbs: Contracts > Contracts > Search Contracts

Search Results: < Back to Search Results 1 of 11 Results

284205807
IT Hardware (Consortium)

Published By: KUConsortium
Supplier: CDW
Dates: 11/1/2012 - 11/30/2017
Version: Renewal 0
Lifetime Spend (USD)

Summary

Contract Summary

| Header | | Dates And Renewal | |
|-----------------|--------------------------|--------------------------|-------------------------|
| Contract Name * | IT Hardware (Consortium) | Start Date | 11/1/2012 12:00 AM CST |
| Contract Type | - | End Date | 11/30/2017 11:59 PM CST |
| Supplier Name | CDW GOVERNMENT LLC | Contract Managers | |
| Summary | No Text Entered | | |

- > Additional Details
- > Attachments
- > eProcurement, Budget, and Spend
- > Applies To
- > Goods and Services

Menu Search (Alt+M)

Participation "Agreement"

Between Fort Hays State University State and CDW Government LLC
As it pertains to the Master Product Sales Agreement
Between CDW Government LLC ("Seller")
And University of Kansas ("Customer")
Dated as of September 1, 2012 (the "Parent Contract")

The terms and conditions of this Agreement shall incorporate the Parent Contract, except to the extent expressly provided herein. Each capitalized term used herein and not otherwise defined shall have the same meaning attributed to it in the Parent Contract.

The following terms and conditions are expressly modified for this Agreement:

Term: The Agreement begins on the date of final signature entered below and will terminate concurrently with the Parent Contract.

The following sections of the Parent Contract do not apply to this Agreement:

E-Procurement Rebate

Cisco and EMC pricing

Exhibit B: Attached for references purposes is the pricing from the Parent Contract.

Except as modified herein, all other terms and conditions of the Parent Contract shall remain in full force and effect. This Agreement in no way modifies or alters the Parent Contract for the contracting parties identified therein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date and year set forth below.

CDW Government LLC

By: Tara K. Barbieri
(Authorized Signature)

Tara K. Barbieri
Printed Name
Director, Program Sales

Title: _____

Date: 2 Jan 2013

Fort Hays State University

By: Mike Barnett
(Authorized Signature)

Mike Barnett
Printed Name

Title: VP for Administration and Finance

Date: 12-13-12

Reviewed
By:
AE

Exhibit B

Between Fort Hays State University State and CDW Government LLC
As it pertains to the Master Product Sales Agreement
Between CDW Government LLC ("Seller")
And University of Kansas ("Customer")

| Category Code | Product Category | Types of Products within Category / Subcategory | % off CDW-G advertised price |
|---------------|----------------------------------|---|------------------------------|
| A | Accessories | Accessories, cases, notebook cases | 17.00% |
| B | Battery Back-up/Power/Surge | UPS, Batteries, Power Supplies | 6.00% |
| BA | UPS/Battery Backup | UPS/Battery Backup | 9.00% |
| PO | Surge Suppressors | Surge Suppressors | 15.00% |
| AP | Power Supplies | Power Supplies | 9.00% |
| C | Desktop Computers | Desktop Computers | 1.00% |
| TC | Thin Clients | Thin Clients | 3.00% |
| D | Data Storage/Drives | Disk Duplicators, Media, Drives | 7.00% |
| DR | Hard Drives | Hard Drives | 7.00% |
| F | Digital Imaging - Camera/Scanner | Digital Cameras, Document Scanners | 5.00% |
| H | Servers | Servers, KVM | 5.00% |
| SR | x86 based Servers | Servers | 7.00% |
| I | Keyboard/Mice/Input Devices | Keyboard/Mice/Input Devices | 9.00% |
| TA | Digitizer Tablets | Digitizer Tablets | 5.00% |
| J | CDW Professional Services | CDW Professional Services | 6.00% |
| L | Laptop/Notebook/PDA's | Laptop/Notebook/PDA's | 1.00% |
| PD | PDAs/GPS | PDAs/GPS | 6.00% |
| PR | Wireless Communication Devices | Cell Phones, Smart Phones | 6.00% |
| WT | 2 Way Radios | Radios | 6.00% |
| M | Sound/Multimedia | Speakers, Headphones, Earphones | 14.00% |
| N | NetComm Products | LAN Networking | 5.00% |
| O | Office Equipment | Furniture, Shredders, Cleaning | 8.00% |
| P | Printers | Printers | 4.00% |
| PA | Printer Accessories | Printer Accessories | 17.00% |
| PU | Printer Supplies | Printer Supplies | 12.00% |
| FX | Fax Machines | Fax Machines | 7.00% |
| IP | Inkjet Printers | Inkjet Printers | 7.00% |
| Q | Warranty/Installs | Warranty/Installs | 2.00% |
| S | Software | Software | 7.00% |
| T | Telephony | IP Telephony, Headsets, Phones | 22.00% |
| TL | Telephony Headsets | Telephony Headsets | 12.00% |
| U | Memory/System Components | Memory Upgrades, Flash Memory | 10.50% |
| V | Video/Monitors/Cards/Projector | LCDS, Projectors, Displays | 7.00% |
| VL | LCD Monitors | LCD Monitors | 4.00% |
| W | Cables | Cables | 27.00% |
| X | Books/DVD Movies | Books/DVD Movies | 5.00% |

Seller will provide Customer with a discount as a percentage off of Seller's advertised price for the Seller-defined Product Categories listed above. Seller's advertised price is available on Seller's web site at cdwg.com.

State of Kansas
Department of Administration
Division of Purchases
DA-45/146a (Rev. 7-04)

Contract No.: 284205807
DATE September 1, 2012

CONTRACT

This contract is entered into this 1 day of September, 2012 by and between the University of Kansas (University) and CDW-G, Vernon Hills, IL (Contractor).

The parties agree as follows:

1. Subject to the terms and conditions of this contract, University hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to the KU Purchasing Services on April 9, 2012. In response to Request for Proposal Number 284205807.
2. It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish IT Hardware for Department for the period from September 1, 2012 to August 31, 2017 on order of the Department(s) at the price or prices contained in the bid. University agrees to pay on delivery of the item(s) the amount(s) billed by Contractor in accordance with the bid as shown on delivery invoice(s) of the Contractor to the Department(s). Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.
3. Failure of Contractor to furnish the item(s) in accordance with the bid specifications incorporated into this contract by reference, or failure of Contractor to deliver the item(s) in accordance with any time schedules prescribed in this contract or any documents incorporated by reference into this contract shall result in forfeiture of any performance bond of Contractor and/or in termination of this contract at the option of University.
4. It is understood and agreed that the provisions set out in the University of Kansas bid document for this contract are incorporated and made a part of this contract by reference as though fully set forth herein. Contractor agrees and understands that these documents are controlling over Contractor's bid, invoices, agency order forms or any other documents of the Contractor.
5. The provisions found in Contractual Provisions Attachment (DA-146a), shown on the reverse side of this Contract is incorporated and made a part of this contract by reference.
6. In the event of any disputes regarding the terms and conditions of this Contract or payments alleged to be due and owing, Contractor's sole remedy shall be with the Department that placed the order.

Contractor: CDW-G


University of Kansas

By: 

By: 

Title: Tara K. Barbieri
Director, Program Sales

Richard Beattie
Title: Director of Purchasing and Strategic Sourcing

Reviewed
By:


State of Kansas

Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

- Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
- Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

Two provisions of this paragraph number 6 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutory required approvals and certifications have been given.
- Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 48-1101 *et seq.*
- The Eleventh Amendment:** "The Eleventh Amendment to an inherent and incumbent position with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Contract Award

Date of Award: September 1, 2012

Contract Number: 284205807

Replaces Contract: 87143

Buyer: Sherry Draper
Telephone: 785-864-5976
E-Mail Address: sldraper@ku.edu
Web Address: <http://www.purchasing.ku.edu/>

Item: **IT Hardware**

Agency: The University of Kansas
Location(s): Lawrence, Kansas

Period of Contract: September 1, 2012 to August 31, 2017

Contractor: CDW-G Contact: Chad Martens
One CDW Way Phone: 920-996-3018
200 N Milwaukee Ave Fax: 920-997-9419
Vernon Hills, IL 60061 email: chad.martens@cdw.com
<http://www.cdwg.com>

PeopleSoft ID: 0000001630 Account Code: 14180,14989

Prices: See Attached

Scope: This contract shall cover the procurement of IT Hardware during the contract period referenced above.

Political Subdivisions: Pricing is **not** available to the political subdivisions of the State of Kansas.

The above referenced contract award was recently posted to the University of Kansas website. The document can be downloaded by going to: <http://www.purchasing.ku.edu/>

Exhibit B

**Dated the 1st day of September, 2012, to the
Master Product Sales Agreement
Between CDW Government LLC,
and University of Kansas**

| Product Pricing Category Code | Product Category | Types of Products within Category / Subcategory | Discount Off Advertised |
|--------------------------------------|----------------------------------|--|--------------------------------|
| A | Accessories | Accessories, cases, notebook cases | 17.0% |
| B | Battery Back-up/Power/Surge | UPS, Batteries, Power Supplies | 6.0% |
| BA | UPS/Battery Backup | UPS/Battery Backup | 9.0% |
| PO | Surge Suppressors | Surge Suppressors | 15.0% |
| AP | Power Supplies | Power Supplies | 9.0% |
| C | Desktop Computers | Desktop Computers | 1.0% |
| TC | Thin Clients | Thin Clients | 3.0% |
| D | Data Storage/Drives | Disk Duplicators, Media, Drives | 7.0% |
| DR | Hard Drives | Hard Drives | 7.0% |
| E | Enterprise Storage | Disk Arrays, Storage networking, Tape Backup | 7.0% |
| F | Digital Imaging - Camera/Scanner | Digital Cameras, Document Scanners | 5.0% |
| H | Servers | Servers, KVM | 5.0% |
| SR | x86 based Servers | Servers | 7.0% |
| I | Keyboard/Mice/Input Devices | Keyboard/Mice/Input Devices | 9.0% |
| TA | Digitizer Tablets | Digitizer Tablets | 5.0% |
| J | CDW Professional Services | CDW Professional Services | 6.0% |
| L | Laptop/Notebook/PDA's | Laptop/Notebook/PDA's | 1.0% |
| PD | PDA's/GPS | PDA's/GPS | 6.0% |
| PR | Wireless Communication Devices | Cell Phones, Smart Phones | 6.0% |
| WT | 2 Way Radios | Radios | 6.0% |
| M | Sound/Multimedia | Speakers, Headphones, Earphones | 14.0% |
| N | NetComm Products | LAN Networking | 5.0% |
| O | Office Equipment | Furniture, Shredders, Cleaning | 8.0% |
| P | Printers | Printers | 4.0% |
| PA | Printer Accessories | Printer Accessories | 17.0% |
| PU | Printer Supplies | Printer Supplies | 12.0% |
| FX | Fax Machines | Fax Machines | 7.0% |
| IP | Inkjet Printers | Inkjet Printers | 7.0% |
| Q | Warranty/Installs | Warranty/Installs | 2.0% |
| S | Software | Software | 7.0% |
| T | Telephony | IP Telephony, Headsets, Phones | 22.0% |
| TL | Telephony Headsets | Telephony Headsets | 12.0% |
| U | Memory/System Components | Memory Upgrades, Flash Memory | 10.5% |
| V | Video/Monitors/Cards/Projector | I.C.D.S, Projectors, Displays | 7.0% |
| VL | LCD Monitors | LCD Monitors | 4.0% |
| W | Cables | Cables | 27.0% |
| X | Books/DVD Movies | Books/DVD Movies | 5.0% |

Seller will provide Customer with a discount as a percentage off of Seller's advertised price for the Seller-defined Product Categories listed above provided that Customer references this Agreement when placing an order with Seller. Seller's advertised price is available on Seller's website at cdwg.com.

Exhibits - Version 2011-10-06

University of Kansas
IT Hardware Distributors
Memorandum of Terms (MOT)

Instructions

Please indicate a "Yes" or "No" for agreement to each specified term or condition. Counter offers, exceptions to agreement, or reasons for not agreeing may be provided in the comment boxes.

| I. General Terms | CDW-G Agrees | KU Agrees | CDW-G Comments | KU Comments |
|---|--------------|-----------|----------------|-------------|
| A. Agreement Length: 5 years | Yes | Yes | | |
| B. Tentative Effective Date: August 1, 2012 | Yes | Yes | | |
| C. Termination: Either party may terminate this Agreement without cause following thirty (30) days prior written notice to the other party. KU shall pay for all products ordered and services performed. | Yes | Yes | | |
| D. Entitles Covered: This project is for the University of Kansas and its affiliates. | Yes | Yes | | |
| E. Supplier Status: Upon finalizing an agreed upon contract, KU will issue an official endorsement to the user community designating CDW-G as the KU Preferred Distributor for IT Hardware products. | Yes | Yes | | |
| F. eProcurement: CDW-G will be designated and marketed as the Preferred Distributor for IT Hardware products in the KUPPS marketplace for KU purchases, and strongly recommended to all other KU entities. | Yes | Yes | | |
| G. Other: All other aspects of general terms not specifically addressed herein shall be addressed and agreed upon in the broader legal contract document between CDW-G and KU. | Yes | Yes | | |

| II. Products & Pricing | CDW-G Agrees | KU Agrees | CDW-G Comments | KU Comments |
|--|--------------|-----------|---|--|
| A. List Price: Excluding Cisco and EMC products, the retail list price shall be recognized as the CDW-G nationally advertised price on cdw.com . The list prices located on the website shall be the price that all discount off list prices are based off of. All discounts levels will be held consistent for the duration of the agreement. KU reserves the right to review pricing at Quarterly Business Review meetings with CDW-G. Discounts for Cisco and EMC shall be based on each manufacturer's list price. | Yes | Yes | | |
| B. General Product Pricing: Pricing for all KU purchases shall be based on a 'Discount Off CDW-G List Price' structure, excluding pricing for Cisco and EMC products. The actual percentage off for each product categories is listed in tab A_General Pricing Structure of this workbook. | Yes | Yes | | |
| C. Cisco Product Pricing: Pricing for all KU Cisco product purchases shall comply with the discount structure stated in tab B_Cisco Specific Product Disc of this workbook upon mutual agreement. All discount levels will be held consistent for the duration of the agreement. KU reserves the right to review pricing at Quarterly Business Review meetings with CDW-G. | Yes | | CDW-G will commit the discounts on Cisco products as outlined in tab B. | Per our discussion on July 11, KU strongly encourage CDW-G to improve equipment pricing beyond discounts 42.5% (in addition to the rebate). Please make your revisions in tab B_Cisco Specific Product Disc . |
| D. EMC Product Pricing: Pricing for all KU EMC product purchases shall comply with the discount structure stated in tab C_EMG Specific Product Disc of this workbook upon mutual agreement. All discount levels will be held consistent for the duration of the agreement. KU reserves the right to review pricing at Quarterly Business Review meetings with CDW-G. | Yes | | CDW-G will commit the discounts on EMC products as outlined in tab C. | Per our discussion on July 11, KU strongly encourage CDW-G to improve EMC product discounts in tab C_EMG Specific Product Disc . |

| | | | | |
|---|-----|-----|---|---|
| <p>E. Cisco and EMC Maintenance Pricing: CDW-G shall provide KU with a "Not To Exceed" maintenance pricing structure for Cisco and EMC equipment for 3-year maintenance, 5-year maintenance, as well as 1-year extension maintenance for 4th and 5th year extensions. This maintenance pricing structure shall be held consistent for the duration of the agreement. KU reserves the right to review pricing at Quarterly Business Review meetings with CDW-G.</p> | Yes | | <p>CDW-G will commit to a minimum 31.5% discount off of Cisco list price for Smartnet. The minimum discounts for EMC maintenance are listed in Tab C.</p> | <p>CDW-G shall work with Cisco and EMC to provide KU an understanding of how the cost of maintenance is calculated or is based on for these products (e.g. discounts off existing maintenance list price, maintenance cost as % of equipment price, etc.)</p> |
| <p>F. Large Orders / Volume Purchases: CDW-G shall offer deeper discounts for large one-time KU orders. For large bulk buys, special CDW-G pricing consideration shall be requested by KU and granted by CDW-G on a case by case basis.</p> | Yes | Yes | | |
| <p>G. Volume Rebate: CDW-G shall provide KU with a 3% volume rebate paid quarterly based on KU's total annual spend with CDW-G.</p> | Yes | Yes | | |
| <p>H. Shipping Costs: CDW-G shall pay all standard shipping costs. Additional shipping related charges may be agreed upon for special or purchaser requested express delivery.</p> | Yes | Yes | | |
| <p>I. Additional Costs: Any additional cost components beyond those outlined in this agreement will not be introduced during the term of this agreement without the mutual agreement and written consent of both CDW-G and KU.</p> | Yes | Yes | | |
| <p>J. Kansas Board of Regents: Any agreed upon contract, including terms, language and pricing, resulting from this RFP shall be made available to all institutions under the jurisdiction of the Kansas Board of Regents upon the execution of a written Participation Agreement between the Regent institution and the Preferred Distributor.</p> | Yes | Yes | <p>CDW-G will provide the terms of this contract to any other Kansas Board of Regents institution with the exception of special pricing for Cisco Systems and EMC. Cisco Systems and EMC may be accessed through this contract following the discounts outlined in Tab A.</p> | |

III. Service Requirements

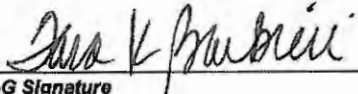
| | CDW-G Agrees | KU Agrees | CDW-G Comments | KU Comments |
|--|--------------|-----------|---|-------------|
| <p>A. Account Representation: CDW-G shall assign a dedicated team of representatives to service and manage the KU account.</p> | Yes | Yes | | |
| <p>B. Order Placement: All regular KU orders will be placed through the KUPPS punch-out CDW-G website and shall receive the applicable and accurate KU pricing based on the agreed upon general pricing structure, which will be subject to periodic pricing audits. However, if a CDW-G promotion is available online that is lower than the agreed upon general pricing structure indicated in this document, KU shall receive the lower price.</p> | Yes | Yes | | |
| <p>C. KU Contract Pricing Website (In Addition to KUPPS): Since currently KUPPS isn't uniformly implemented, CDW-G shall provide KU with a designated contract pricing web order portal in addition to the punch-out through KUPPS, so entities that have not yet implemented KUPPS (KUMC for example) can place their orders electronically and receive the applicable contract pricing.</p> | Yes | Yes | <p>KU contract website is available today at www.cdwg.com/ku, which mirrors our punchout in KUPPS.</p> | |
| <p>D. Delivery and Freight: CDW-G shall provide FOB ground delivery, as requested by the order initiator. There will be no shipping or delivery charges to any System campus location. Any applicable special delivery or handling charges must be approved by the order initiator.</p> | Yes | Yes | <p>CDW-G will cover the cost of lowest ground shipping within the 48 contiguous United States.</p> | |
| <p>E. Returns: CDW-G shall provide "hassle free" returns and adjustments. Full credit is to be provided to the customer on all returns that are returned within 30 days of receipt in original packaging and in re-salable conditions.</p> | Yes | Yes | <p>CDW-G will waive restocking fees for KU when following the 30 day return policy.</p> | |
| <p>F. Pricing Audits: CDW-G will provide a compliance report, when requested by KU, which will track service level commitments to actual performance and contract pricing to settlement. In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in the agreement, KU and Supplier shall work together to calculate and issue an appropriate credit.</p> | Yes | Yes | | |

G. Remediation: In the event pricing or discount levels reflected on invoices or reporting do not match the pricing levels as stated in the KU contract agreement, KU and CDW-G shall work together to resolve the issue and to prevent future occurrences.

Yes Yes

IV. Management & Reporting

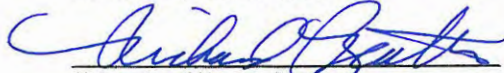
| | CDW-G Agrees | KU Agrees | CDW-G Comments | KU Comments |
|--|--------------|-----------|---|-------------|
| A. Quarterly Business Review Meetings: To maintain partnership, KU shall meet at least on a quarterly basis with the CDW-G account management team to discuss performance, utilization, hardware refresh needs, pricing update needs, and review applicable reporting. | Yes | Yes | | |
| B. Reporting: CDW-G shall make every effort to provide reporting, as requested by KU. If requested to provide usage reports, supplier shall deliver the report within five (5) business days of request at no additional charge to KU. At a minimum, the ability to report on the following criteria is required: <ul style="list-style-type: none"> • Total dollar value of purchases and total number of orders • Total value of purchases and total number of orders by each campus in KU • Total purchases by item number • Total purchases paid by purchase order vs. purchasing card • # of orders returned due to errors by KU • # of orders returned due to Vendor error • Total dollar value of surcharges, transaction fees, delivery charges, and other miscellaneous charges, if applicable. | Yes | Yes | | |
| C. Marketing and End User Education: CDW-G will partner with KU to market and promote the new IT Hardware Distributor agreement to facilitate a smooth and successful implementation. CDW-G will continue to partner with KU to educate and market to campus users via product shows and other promotion formats to ensure continued high-utilization of the Preferred Distributor agreement. | Yes | Yes | | |
| D. Technology Implementation: Upon execution of contract, CDW-G will immediately begin working with KU's eProcurement vendor SciQuest to: <ul style="list-style-type: none"> • Update pricing in KUPPS for CDW-G • Provide a specific contract web portal for KUMC • Ensure that CDW-G pricing is consistent across all potential avenues where purchases can be made, with the exception of the CDW-G retail website • Model the CDW-G KUMC web portal to look as similar to the KUPPS punch-out as possible | Yes | Yes | KU contract website is available today at www.cdwg.com/ku , which mirrors our punchout in KUPPS. | |



CDW-G Signature

Tara K. Barbieri, Director, Program Sales

24 Aug 2012
Date



University of Kansas Signature

10/18/2012
Date