



**LEE COUNTY PORT AUTHORITY  
AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

**MEETING AGENDA**

**1:30 PM**

**November 16, 2021**

**Training and Conference Center  
Southwest Florida International Airport**

**Pledge of Allegiance**

**Public Comment on Consent and Administrative Agenda**

**Consent Agenda**

**Administrative Agenda**

**Executive Director Items**

**Port Attorney Items**

**Airports Special Management Committee Items**

**Adjourn**

**CONSENT AGENDA**

**ADMINISTRATION – Brian McGonagle**

1. Request Committee approve the minutes of the October 19, 2021 Airports Special Management Committee (ASMC) meeting.  
**Term:**  
N/A  
**Funding Source:**  
N/A
  
2. Request Board approve the use of Florida State contract Florida NASPO Contract 43211500-WSCA-15-ACSto purchase network equipment needed for secure access to the Internet at Southwest Florida International Airport in an amount not to exceed \$208,974, which includes 10% contingency.  
**Term:**  
October 30, 2023  
**Funding Source:**  
VB5131541200.506410

**ADMINISTRATIVE AGENDA**

**ADMINISTRATION – Brian McGonagle**

3. Request Board approve the use of Florida State contract Florida NASPO Contract 43211500-WSCA-15-ACSto purchase network equipment needed for the Terminal Expansion Project at Southwest Florida International Airport in an amount not to exceed \$455,092, which includes 10% contingency.

**Term:**

July 31, 2022

**Funding Source:**

Southwest Florida International Airport Construction Fund account string  
20859541236.506542

**DEVELOPMENT – Mark Fisher**

4. Request Board rank qualifications submitted for RFP 21-81 Development of Skyplex Consultant & Brokerage Services in conjunction with the development of Skyplex at Southwest Florida International Airport.

**Term:**

Term to be determined.

**Funding Source:**

N/A

**EXECUTIVE DIRECTOR ITEMS**

**PORT ATTORNEY ITEMS**

**COMMENTS FROM THE CHAIR OF THE ASMC**

**ADJOURN**

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. <b>REQUESTED MOTION/PURPOSE:</b> Request Committee approve the minutes of the October 19, 2021 Airports Special Management Committee (ASMC) meeting.</p> <p>2. <b>FUNDING SOURCE:</b> N/A</p> <p>3. <b>TERM:</b> N/A</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Approves minutes for October 19, 2021 ASMC meeting pursuant to Florida Statute §286.011 and LCPA Policy.</p>	<p>5. <b>CATEGORY:</b> 1. Consent Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b> 11/16/2021</p> <p>7. <b>BoPC MEETING DATE:</b> N/A</p>
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<p>8. <b>AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. <b>REQUESTOR OF INFORMATION:</b> (ALL REQUESTS)</p> <p>NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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10. **BACKGROUND:**

**Attachment:**  
ASMC Meeting Minutes-10/19/2021 - Draft

### 11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Brian W. McGonagle</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Crank</i>	<i>Benjamin R. Siegel</i>

<p>12. <b>SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED OTHER</p>	<p>13. <b>PORT AUTHORITY ACTION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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## MINUTES

AIRPORTS SPECIAL MANAGEMENT COMMITTEE MEETING

OCTOBER 19, 2021

A meeting of the Airports Special Management Committee (ASMC) was held this date, October 19, 2021, in the Training and Conference Center at Southwest Florida International Airport, with the following members present:

Fran Myers (Vice Chair)  
John Goodrich  
Randy Krise  
Robbie Roepstorff  
Scott Cameron

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Committee Chair Noel Andress and Committee member Dana Carr were absent for the entire meeting.

Fran Myers called the meeting to order at 1:30 p.m. followed by the Pledge of Allegiance.

On file (electronically) in the Communications and Marketing Office: Monthly Project Summary Reports for September and October and the Procurement Status Report for October.

**Public Comment on Consent or Administrative Agenda Items:** No public comments on the Consent or Administrative agenda.

**The following are Consent Agenda items pulled for discussion:**

Fran Myers (Vice Chair)	None
John Goodrich	None
Randy Krise	None
Robbie Roepstorff	None
Scott Cameron	None

**Before proceeding to the Consent agenda, Vice Chair Fran Myers advised the Committee members that Consent agenda item No. 8 was being moved to the Administrative agenda and Administrative agenda item No. 21 was being pulled from the agenda. No other Consent agenda items were pulled for discussion.**

**A motion to approve the changes to the meeting agenda was made by Randy Krise, seconded by Robbie Roepstorff, called and carried with Noel Andress and Dana Carr absent (5-0).**

**CONSENT AGENDA - A motion to approve the balance of the Consent agenda was made by Robbie Roepstorff, seconded by Randy Krise, called and carried with Noel Andress and Dana Carr absent (5-0).**

**CONSENT AGENDA ITEMS**

**ADMINISTRATION**

1. Request Committee approve the minutes of the August 17, 2021 Airports Special Management Committee (ASMC) meeting.  
**Term:**  
N/A  
**Funding Source:**  
N/A
2. Approve the Joint and ASMC meeting date schedule for the calendar year 2022.  
**Term:**  
N/A  
**Funding Source:**  
N/A
3. Request Board approve a budget amendment to the FY 2021-22 Lee County Port Authority Budget to properly reflect the issuance of the Lee County Airport Revenue Bonds Series 2021(B) AMT.  
**Term:**  
N/A  
**Funding Source:**  
N/A
4. Request Board approve a two-year extension to the professional service agreement with Ricondo & Associates and the Lee County Port Authority.  
**Term:**  
November 4, 2021 - November 3, 2023  
**Funding Source:**  
Net revenues from the normal operation of the Southwest Florida International Airport
5. Request Board approve an "On Airport Land Lease" with the Federal Aviation Administration.  
**Term:**  
October 1, 2021 to September 30, 2031.  
**Funding Source:**  
N/A

6. Request Board approve a “First Amendment to Lease of Terminal Space at Southwest Florida International Airport” with American Sales and Management Organization, LLC (d/b/a Eulen America).

**Term:**

commenced March 1, 2021; month-to-month

**Funding Source:**

N/A

7. Request Board approve a “Nonparticipating Airline Airport Use Permit” agreement with Air Transat A.T. Inc.

**Term:**

from December 1, 2021, until terminated.

**Funding Source:**

N/A

**ITEM NO. 8 WAS MOVED TO THE ADMINISTRATIVE AGENDA**

- ~~8. Request Board approve a “Ground Lease for Construction and Operation of an Air Freight Building at Southwest Florida International Airport” with AFCO Cargo RSW, LLC.~~

~~**Term:**~~

~~25 years, plus two (2) options to extend for 5 years each~~

~~**Funding Source:**~~

~~N/A~~

9. Request Board approve a proposed sublease from Ft. Myers Airport Plaza, LLC, to Airport RSW Donuts LLC to operate a Dunkin’ franchise.

**Term:**

10 years, plus one option to extend by 5 years

**Funding Source:**

N/A

10. Request Board approve a “Page Field Office Lease and Aeronautical Operator Agreement” with The Sundowners Inc.

**Term:**

month-to-month, commenced April 1, 2021

**Funding Source:**

n/a

11. Request Board approve a “Second Amendment to Lease of Hangars at Page Field” with Paragon Airplane Leasing Co.

**Term:**

10 years, plus two potential options to extend for an additional 5 years each.

**Funding Source:**

N/A

12. Request Board consent to assignment of a Lease Agreement from Societe Internationale De Telecommunications Aeronautiques, a Belgium Co-operative, to SITA Information Networking Computing USA Inc., a Delaware corporation.

**Term:**

commenced September 9, 2005; continues month-to-month

**Funding Source:**

N/A

**AVIATION**

13. Request Board award RFB 21-33MLB Generator Inspections for the Lee County Port Authority, to LJ Power Inc., the lowest, most responsive, responsible bidder in the annual estimated amount of \$22,790 per the terms and conditions of the contract.

**Term:**

One (1) initial three-year term with one (1) additional two-year renewal period with services to commence on or around November 15, 2021.

**Funding Source:**

General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport. Funds are available in Account String WJ5100041200.503490 - Other Contracted Services.

14. Request Board approve Second Amendment to 2019-2022 Collective Bargaining Agreement between Lee County Port Authority and Southwest Florida Professional Fire Fighters & Paramedics, Local 1826/District 10, I.A.F.F., Inc., amending Article 17-Pay Plan and Article 23-Incentive Pay.

**Term:**

One Year

**Funding Source:**

NA

**DEVELOPMENT**

15. Request Board approve Interlocal Agreement for Coordinated Tall Structure Permitting with the Village of Estero.

**Term:**

Continue unless terminated, per Section 163.01, F.S.

**Funding Source:**

N/A

16. Request Board approve a Contract Amendment with Manhattan Construction (Florida), Inc. clarifying and restating the contract term for the RSW Terminal Expansion Project as previously approved by the Board.

**Term:**

Contract Term extended through January 31, 2025.

**Funding Source:**

N/A

17. Request Board approve a Contract Amendment with Atkins North America, Inc. clarifying and restating the contract term for the RSW Terminal Expansion Project as previously approved by the Board.  
**Term:**  
Contract Term extended through January 31, 2025.  
**Funding Source:**  
N/A
18. Request Board approve a Contract Amendment with Kimley-Horn & Associates, Inc. clarifying and restating the contract term for the RSW Rehabilitation of Airside Pavement project as previously approved by the Board.  
**Term:**  
Contract Term extended through Contract Term extended through March 1, 2022.  
**Funding Source:**  
N/A
19. Request Board approve natural gas line easement to Peoples Gas System, a Division of Tampa Electric Company, to provide natural gas service to the Qdoba Restaurant Corporation leased property at Page Field Commons  
**Term:**  
N/A  
**Funding Source:**  
N/A

### **ADMINISTRATIVE AGENDA ITEMS**

#### **ADMINISTRATION**

##### **ITEM NO. 8 WAS MOVED FROM THE CONSENT AGENDA**

8. Request Board approve a “Ground Lease for Construction and Operation of an Air Freight Building at Southwest Florida International Airport” with AFCO Cargo RSW, LLC.  
**Term:**  
25 years, plus two (2) options to extend for 5 years each  
**Funding Source:**  
N/A

From the podium, Brian McGonagle, deputy executive director of administration, gave a summary to update the Committee on the item. There was a brief discussion and a few questions were asked by the Committee members, including questions pertaining to cargo at RSW and location of the facility. Mr. McGonagle responded to the questions to the satisfaction of all Committee members.

**A motion to approve the item was made by Scott Cameron, seconded by Randy Krise, called and carried with Noel Andress and Dana Carr absent (5-0).**

20. Request Board approve the first amendment to the service provider agreement with UDT Corporation exercising the option to extend the agreement’s term for a period of three additional years.  
**Term:**  
Three Years commencing January 17, 2022 – January 16, 2025

**Funding Source:**

General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport, Account Number VF5132541200.3190, Information Technology

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. Mr. McGonagle satisfactorily responded to a question from Committee member Scott Cameron. There were no further questions from the Committee members.

**A motion to approve the item was made by Randy Krise, seconded by Scott Cameron, called and carried with Noel Andress and Dana Carr absent (5-0).**

**ITEM NO. 21 WAS PULLED FROM THE AGENDA**

21. ~~Request Board approve the use of Florida State contract 43220000-NASPO-19-ACS to purchase network equipment needed for the Terminal Expansion Project at Southwest Florida International Airport in an amount not to exceed \$945,031 which includes 10% contingency.~~

**Term:**

TBD

**Funding Source:**

RSW Construction account string 20859541236.506542

22. Request Board (1) approve the use of Contract 081419CDW to purchase Technology Catalog Solutions from CDW-G Government, LLC. through a Sourcwell cooperative agreement and (2) Request Board authorize the Executive Director to exercise the optional one year renewal at the same terms and conditions as the initial contract.

**Term:**

From execution of agreement until 10/30/2023 with an optional one-year (1) renewal

**Funding Source:**

General Airport operating revenues collected during the normal operations of the Airport, account string VF5132541200.503460 Information Technology.

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. There were no questions from Committee members.

**A motion to approve the item was made by Robbie Roepstorff, seconded by John Goodrich, called and carried with Noel Andress and Dana Carr absent (5-0).**

23. Request Board (1) approve use of Contract 2018011-01 to purchase Information Technology Solutions and Services from CDW-G Government, LLC. through Omnia Partners cooperative agreement and (2) Request Board authorize the Executive Director to exercise the optional two one (1) year renewals at the same terms and conditions as the initial contract.

**Term:**

From execution of agreement until 2/28/2023 with two one (1) year options until 2/28/2025.

**Funding Source:**

General Airport operating revenues collected during the normal operations of the Airport, account string VF5132541200.505280 Information Technology

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. There were no questions from Committee members.

**A motion to approve the item was made by Scott Cameron, seconded by Robbie Roepstorff, called and carried with Noel Andress and Dana Carr absent (5-0).**

24. Request Board approve an amendment to the “Lease of TSA Office Space at Southwest Florida International Airport’s Midfield Terminal” with the United States of America.

**Term:**  
through April 25, 2022

**Funding Source:**  
N/A

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. There were no questions from Committee members.

**A motion to approve the item was made by John Goodrich, seconded by Robbie Roepstorff, called and carried with Noel Andress and Dana Carr absent (5-0).**

25. Request Board approve a Third Amendment to “Airline-Airport Use and Lease Agreement with United Airlines, Inc.”

**Term:**  
extending from September 30, 2021, to September 30, 2023

**Funding Source:**  
N/A

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. There were no questions from Committee members.

**A motion to approve the item was made by Robbie Roepstorff, seconded by Scott Cameron, called and carried with Noel Andress and Dana Carr absent (5-0).**

26. Request Board approve a Sixth Amendment to “Airline-Airport Use and Lease Agreement” with Spirit Airlines, Inc.

**Term:**  
extending from September 30, 2021, to September 30, 2023

**Funding Source:**  
N/A

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. There were no questions from Committee members.

**A motion to approve the item was made by Randy Krise, seconded by John Goodrich, called and carried with Noel Andress and Dana Carr absent (5-0).**

27. Request Board approve a Fifth Amendment to “Airline-Airport Use and Lease Agreement” with American Airlines, Inc.

**Term:**  
extending from September 30, 2021, to September 30, 2023

**Funding Source:**  
N/A



From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. There were no questions from Committee members.

**A motion to approve the item was made by Robbie Roepstorff, seconded by John Goodrich, called and carried with Noel Andress and Dana Carr absent (5-0).**

28. Request Board approve a participating airline “Airline-Airport Use and Lease Agreement” with Sun Country, Inc.

**Term:**

October 1, 2021 to September 30, 2023

**Funding Source:**

N/A

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. Executive Director Ben Siegel and Mr. McGonagle responded to questions from Committee members, including airline minimum requirements and an explanation of exclusive-use gates, to the satisfaction of all Committee members.

**A motion to approve the item was made by Randy Krise, seconded by John Goodrich, called and carried with Noel Andress and Dana Carr absent (5-0).**

29. Request Board approve the key terms and proposed concepts to Paradies for the terminal concession program.

**Term:**

N/A

**Funding Source:**

N/A

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item before introducing ICF consultant Stephen Friebrun, Principal, Airports and Americas Sector Lead, Aviation, to explain the plan to expand the food and retail concession program for the Terminal Expansion Project. During his PowerPoint presentation a number of questions were asked by the Committee members including, restrictions on the number of food and retail concessions, how the concession space is allocated, the advantage to non-terminus expiration dates on leases, solutions to nonproductive concessions and types of airline club space. Executive Director Ben Siegel, Brian McGonagle and Mr. Friebrun responded to all questions to the satisfaction of all Committee members.

Mr. McGonagle then introduced Pamela Brown, Vice President of Business Development at Paradies Lagardère, who provided details of the new concepts being developed to expand the retail, food and beverage concessions for the Terminal Expansion Project. During her PowerPoint presentation, Ms. Brown introduced her colleague Pam Cronin, owner of the Shell Factory in Fort Myers, who encouraged the involvement of local vendors and artists for a unique shopping experience. Ms. Brown responded to several questions from Committee members regarding kiosks and local artists, to the satisfaction of all Committee members.

**A motion to approve the item was made by Randy Krise, seconded by John Goodrich, called and carried with Noel Andress and Dana Carr absent (5-0).**

30. Request Board approve the key terms and proposed concepts to Host for the terminal concession program.

**Term:**

N/A

**Funding Source:**

N/A

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item before introducing Eddie Silva, Director of Portfolio Development & Brand Partnerships at HMSHost, who provided details of the new concepts being developed to expand their food and beverage and retail concessions for the Terminal Expansion Project and responded to Scott Cameron's inquiry regarding the location of concessions. There were no further questions from the Committee members.

**A motion to approve the item was made by John Goodrich, seconded by Robbie Roepstorff, called and carried with Noel Andress and Dana Carr absent (5-0).**

**AVIATION**

31. Request Board approval to 1) enter into a purchase agreement with Allen Enterprises, Inc. for the supply and delivery of ADB Safegate Airfield Lighting and Related Airfield Parts on an as-needed basis to meet operational requirements at Southwest Florida International Airport and Page Field Airport. 2) Request board authorize the executive Director to exercise the option to renew the agreement for one additional two-year period at the same terms and conditions as the initial agreement.

**Term:**

Three-year term with one (1) additional two-year renewal period.

**Funding Source:**

General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport, account WJ5300041200.504655 and account UH5120041203.504655 for Page Field Airport - Repairs and Maintenance – Parts for building and equipment maintenance.

From the podium, Steve Hennigan, deputy executive director of aviation, gave a brief summary to update the Committee on the item. There were no questions from the Committee members.

**A motion to approve the item was made by John Goodrich, seconded by Scott Cameron, called and carried with Noel Andress and Dana Carr absent (5-0).**

32. Recommend Board award RFB 21-46CDE, Purchase and Delivery of Aircraft Rescue and Fire Fighting (ARFF) Crash Truck for Lee County Port Authority, to the lowest, responsive, responsible bidder, Rosenbauer Minnesota, LLC for the base bid amount of \$915,369 and in addition approve the purchase of the items listed in Appendix B in the amount of \$215,992 including contingency, for a total cost of \$1,131,361.

**Term:**

NA

**Funding Source:**

Federal Aviation Administration Grant 3-12-0135-059-2021; Florida Department of Transportation Grant 429511-1-94-01; and General airport operating revenues collected during the normal operation of the Airport. Account String: 20862141231.506430

From the podium, Steve Hennigan, deputy executive director of aviation, gave a brief summary to update the Committee on the item. There were a couple of questions asked by the Committee

members, including what will happen to the vehicle being replaced and who receives the money if the vehicle is sold. Executive Director Ben Siegel and Mr. Hennigan responded to the questions to the satisfaction of all Committee members.

**A motion to approve the item was made by Randy Krise, seconded by John Goodrich, called and carried with Noel Andress and Dana Carr absent (5-0).**

### **DEVELOPMENT**

33. Request Board approve a federal grant (Airport Improvement Program No. 3-12-0135-059-2021) in the amount of \$915,368 from the Federal Aviation Administration towards the acquisition of an Aircraft Rescue and Fire Fighting Crash Vehicle for the Southwest Florida International Airport.

**Term:**

N/A

**Funding Source:**

N/A

From the podium, Mark Fisher, deputy executive director of development, gave a summary to update the Committee on the item. There were no questions from the Committee members.

**A motion to approve the item was made by John Goodrich, seconded by Scott Cameron, called and carried with Noel Andress and Dana Carr absent (5-0).**

34. Request the Board approve a Service Provider Agreement with Chris-Tel Construction to provide On-Call General Repairs, Maintenance and Project Services (acting as general contractor) and 2) authorize the Executive Director, or designee, to approve expenditures up to \$100,000 per project, not to exceed \$1 million annually for the term of the agreement.

**Term:**

Five (5) years

**Funding Source:**

Account WJ5422941200.503490, Other Contracted Services

From the podium, Mark Fisher, deputy executive director of development, gave a summary to update the Committee on the item. Mr. Fisher satisfactorily responded to a question from Committee member John Goodrich. There were no further questions from the Committee members.

**A motion to approve the item was made by Randy Krise, seconded by Scott Cameron, called and carried with Noel Andress and Dana Carr absent (5-0).**

### **EXECUTIVE DIRECTOR ITEMS**

Items of interest are contained in the Executive Director Remarks dated October 19, 2021 (copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority).

Mr. Krise asked for an update on the RFP, Development of Skyplex, Consultant & Brokerage Services, in conjunction with the development of Skyplex. From the podium, Mark Fisher, deputy executive director of development, updated the committee on the status of the RFP, stating the Committee would receive the proposals and staff recommendations for the November ASMC.

**PORT ATTORNEY ITEMS**

No items offered by Assistant Port Authority Attorney Mark A. Trank.

**AIRPORTS SPECIAL MANAGEMENT COMMITTEE ITEMS**

Randy Krise thanked Dana Carr for the great job he did coordinating the Charlotte County Florida International Air Show held at the Punta Gorda Airport.

**ADJOURN**

The Chair adjourned the meeting at 3:35 p.m.

DRAFT

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve the use of Florida State contract Florida NASPO Contract 43211500-WSCA-15-ACSto purchase network equipment needed for secure access to the Internet at Southwest Florida International Airport in an amount not to exceed \$208,974, which includes 10% contingency.
2. **FUNDING SOURCE:** VB5131541200.506410
3. **TERM:** October 30, 2023
4. **WHAT ACTION ACCOMPLISHES:** Authorizes the Port to purchase an Internet Firewall utilizing a competitively solicited contract.

5. **CATEGORY:** 2.  
Consent Agenda

6. **ASMC MEETING DATE:** 11/16/2021

7. **BoPC MEETING DATE:** 1/20/2022

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. **BACKGROUND:**

The Lee County Port Authority utilizes an Internet Firewall to protect the Port Authority network, employees and customers from Internet Cybersecurity threats such as malware, ransomware and computer viruses. Port IT staff has determined that the current Internet Firewall is not large enough to handle the Port's current Internet traffic and is causing intermittent performance slowdowns. LCPA IT has evaluated several Internet firewalls and determined that the Palo Alto Networks PA-3250 firewall will best integrate into the airport's network and is sufficiently sized to handle today's network loads.

Total one-time cost for the network hardware is \$208,974 which includes a 10% contingency. After review, the LCPA Purchasing department determined that the Authority would be able to take advantage competitive pricing available through a contract source with the State of Florida and save administrative costs from not having to conduct its own solicitation.

Attachments:

- Signed Written Notice of Determination - CDW-G (Sourcewell).rev (1)  
P 22-11NJD Piggyback Agreement final - CDW-G (Sourcewell)

**11. RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Brian W. McGonagle</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Crank</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED  
APPROVED as AMENDED  
DENIED  
OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED  
APPROVED as AMENDED  
DENIED  
DEFERRED to  
OTHER



**LEE COUNTY PORT AUTHORITY**  
**UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS**

Date: 10/29/2021  
Vendor: CDW Government LLC  
Description: Technology Catalog Solutions  
Term: N/A  
Renewal Term: N/A  
Procurement Agent: Nick Diaz  
Contract #: 081419-CDW

Board Approval Req:  Yes / No   
Lead Agency: Sourcewell  
Posting Req'd:  Yes / No   
 Single Purchase –  
Total Cost : \$189,976.84  
 Estimated Purchase  
-Est'd Annual cost: \_\_\_\_\_  
Cost (this purchase): \_\_\_\_\_  
Balance: \_\_\_\_\_

**NOTICE OF WRITTEN DETERMINATION**

A contract may be awarded for a commodity or service when the Procurement Manager determines utilizing the contract is authorized and in the Authority's best interest based on the following findings.

**Product/Service being requested:**

[Palo Alto Enterprise Firewalls](#)

The contract has been evaluated and found to be appropriate because:

- Cooperative or  Piggyback.
- Competitive requirements have been met.
- Conforms to all applicable laws and best practices.
- Specs, price, terms and conditions produce best value.
- The lead agency has been contacted and has verified eligibility.
- There are no known vendor performance or contract compliance issues.
- The vendor is appropriately insured and licensed to do business in the State of Florida.
- The term of the agreement to be piggybacked: 12/01/2019 – 10/30/2023.  
Renew Terms One (1) additional, one-year (1) renewal option
- Other. LCPA Purchasing Manual Section 5.3 (B)

The advantages of utilizing this method of procurement include:

**Cost Savings.** [The Authority will be able to enjoy competitive pricing solicited by Sourcewell, a governmental agency organized for the purpose of assisting public agencies in meeting needs more efficiently. Utilization of this agreement allows the Authority to leverage the benefits of obtaining excellent pricing. Additionally, the Authority saves administrative costs from not having to conduct its own solicitation.](#)

- Improved terms. Explain: \_\_\_\_\_
- Other. Explain: \_\_\_\_\_

Approved by:



Date: **10/29/2021**





Contract Number \_\_\_\_\_  
Vendor Number \_\_\_\_\_

**LEE COUNTY PORT AUTHORITY**  
**TECHNOLOGY CATALOG SOLUTIONS**  
**AGREEMENT**

This Agreement ("Agreement") is entered this \_\_\_\_ day of \_\_\_\_\_, 2021, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("Authority"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and CDW GOVERNMENT LLC, an Illinois corporation, authorized to do business in the State of Florida, ("Provider"), at 230 N. Milwaukee Ave., Vernon Hills, Illinois, 60061, Federal Identification Number 36-4230110.

**WITNESSETH**

**WHEREAS**, Authority desires to obtain Palo Alto Enterprise Firewalls and Associated Services from Provider; and,

**WHEREAS**, Provider has entered into an agreement between Provider and Sourcewell ("Source Contractor") pursuant to competitive solicitation RFP 081419, ("Source Agreement") to provide similar goods and services to those required by the Authority; and,

**WHEREAS**, both Provider and Source Contractor have agreed that the terms and pricing of the Source Agreement may be utilized by other local governments to obtain similar goods and services; and,

**WHEREAS**, Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

**WHEREAS**, Provider has reviewed the goods and services required under this Agreement and has agreed to provide the requested goods and services, and states that it is qualified, willing and able to provide all such goods and services according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations.

**NOW, THEREFORE**, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

**1.0 RECITALS**

The recitals set forth above are true and correct and are incorporated into the terms of

this Agreement as if set forth herein at length.

## **2.0 SCOPE OF WORK**

Provider hereby agrees to provide Palo Alto Enterprise Firewalls and Associated Services.

## **3.0 SOURCE AGREEMENT - INCORPORATION BY REFERENCE**

It is the intent of the parties to allow Authority to "piggyback" the Source Agreement, attached as Exhibit A, as permitted by that Agreement and the Authority Purchasing Manual. The terms of the Source Agreement are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Source Agreement and this Agreement and Exhibit(s), the terms of this Agreement will control.

## **4.0 COMPENSATION**

Authority will pay for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the price list set forth in Exhibit C, attached hereto and made a part of this Agreement.

## **5.0 EXCEPTIONS**

Exceptions to the Source Agreement, if any, are specifically amended as set forth in Exhibit D, attached hereto and made a part of this Agreement.

## **6.0 NOTICES AND ADDRESS**

All notices required and/or made pursuant to this Agreement will be in writing and will be given by the United States Postal Service, to the following addresses of record:

If to the Authority:

LEE COUNTY PORT AUTHORITY  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
Attention: Airport Executive Director

If to the Provider:

CDW GOVERNMENT LLC  
230 N. Milwaukee Avenue  
Vernon Hills, IL 60061  
Attention: Senior Manager, Program Management

## **7.0 GOVERNING LAW AND VENUE**

This Agreement will be interpreted, construed and governed by the laws of the State

of Florida. Exclusive venue for any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement will be in the Lee County Circuit Court in Lee County, Florida. The parties agree to waive the right to remove any suit or action relating to or arising out of this Agreement to federal court. The prevailing party in any such suit or action, including any appellate proceedings, will be entitled to recover its reasonable attorneys' fees and costs.

## **8.0 NOTICE REGARDING PUBLIC ENTITY CRIMES**

In accordance with Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any parts to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

## **9.0 E-VERIFY CLASUE**

To the extent required by law, Provider certifies that it has registered and is using the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. Provider further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

1. All persons employed by Provider during the term of this Agreement.
2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services or supplies under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services or supplies under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

## **10.0 ACCEPTANCE**

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective the day and year first written above.

ATTEST: LINDA DOGGETT  
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair or Vice Chair

Approved as to Form for the Reliance  
of Lee County Port Authority Only:

By: \_\_\_\_\_  
Port Authority Attorney's Office

Signed, Sealed and Delivered

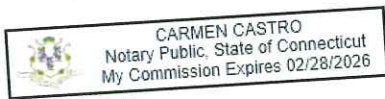
CDW GOVERNMENT LLC

Carmen Castro  
Witness

[Signature]  
Authorized Signature for Provider

Carmen Castro  
Witness

By: Anup Sreedharan BRIAN FISHER  
Printed Name



SEAL

Sr. Manager, Program Management  
Title

**Exhibit A**  
**Source Agreement**

081419-CDW



**Solicitation Number: RFP#081419**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CDW Government LLC**, 230 N. Milwaukee Ave., Vernon Hills, IL 60061 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective December 1, 2019, or upon the date of last signature, whichever is later.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.**

1. *Product Warranty:* Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

2. *Services Warranty:* Vendor warrants that the Services will be performed in a good and workmanlike manner. Members' sole and exclusive remedy with respect to this warranty will be at the sole option of Vendor to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Member related to the portion of the Services not in substantial compliance; provided in each case Member notifies Vendor in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Vendor or any of its affiliates or its or their personnel.

3. *Cloud Warranty:* Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree that Vendor makes no representations warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment including but not limited to aircraft or automobile safety devices or navigation life support systems or medical devices nuclear facilities or weapon systems. Sourcewell and its Members further agree to review and comply with the Cloud Service Provider's disclaimers and restrictions if any regarding the use of the Cloud Services in high risk environments. VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS

WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members in accordance with Vendor's Return Policy, which is available from the Vendor upon request. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.



B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

#### **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this

Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. ASSIGNMENT. Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify save and hold Sourcewell and its Members including their agents and employees harmless from any third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

## **12. AUDITS**

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

### **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to pass through to Sourcewell or its Members any indemnity intended for the end user of the Products on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

Member's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Member's internal use. Member obtains no ownership or other property rights thereto. Member agrees that Vendor may incorporate intellectual property created by third parties into the Work Product and that Member's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. patent or copyright laws.

### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities



under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **20. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.



Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 aggregate for Products-Completed operations  
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of certificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to include Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **24. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

## **25. THIRD PARTY CLOUD SERVICES**

"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its



Members and the Cloud Service Provider (“Cloud Services Terms and Conditions”). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. VENDOR AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS, AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND SOURCEWELL AND ITS MEMBERS ASSUME ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 11/9/2019 | 5:53 AM CST

**CDW Government LLC**

DocuSigned by:  
By: Robert F. Kirby  
7BE3F6B21781400...  
Robert F. Kirby  
Title: President  
Date: 11/21/2019 | 3:07 PM CST

Approved:  
DocuSigned by:  
By: Chad Coquette  
7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 11/8/2019 | 3:33 PM CST

# RFP#081419 - Technology Catalog Solutions

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## Vendor Details

Company Name: CDW Government LLC  
230 N. Milwaukee Ave  
Address: Vernon Hills, IL 60061  
Contact: John Moss  
Email: johnmos@cdw.com  
Phone: 312-547-2453  
HST#: 36-4230110

## Submission Details

Created On: Thursday June 27, 2019 08:11:44  
Submitted On: Tuesday August 13, 2019 13:11:20  
Submitted By: John Moss  
Email: johnmos@cdw.com  
Transaction #: 3bee9b55-c457-4fdb-b721-f488e24ba2bb  
Submitter's IP Address: 165.225.57.75

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## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CDW Government LLC
2	Proposer Address:	230 N. Milwaukee Ave. Vernon Hills, IL 60061
3	Proposer website address:	www.cdwg.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Robert F. Kirby Title: President, CDW Government LLC Address: 75 Tri-State International Lincolnshire, IL 60069 Email Address: bobkir@cdwg.com Phone: 847.968.9898
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: John Moss Title: Proposal Specialist Address: 120 S. Riverside Plaza Chicago, IL 60625 Email Address: johnmos@cdwg.com Phone: 312.547.2453
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Mark Ellis Title: Manager, Program Management Address: 74 Reading Ave, Hillside, MI 49242 Email Address: markeli@cdwg.com Phone: 732.982.0390

### Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>An influential Walker survey once predicted that by 2020 customer experience will overtake price as the key differentiator for organizations. At CDW, we've always felt that to be true. From our earliest days as a classified ad for a 512K memory personal computer in the back of the newspaper in search of a customer (yes, we date all the way back to 1984, when classified ads in the newspaper were a thing) to the supplier today of integrated IT solutions for our 250,000 customers, the U.S. Census Bureau to Bemidji Area Schools. Everything we do revolves around meeting the needs of our customers. It's tied into our core values, our business philosophy, our industry longevity, our culture, everything. It's always been that way and it will always be that way. From our front-line sales to backbone support, what brings us together as a company of 9,400 coworkers is our focus on our customers and the CDW Experience they receive no matter their size or location. For any who aren't familiar with us, what's the CDW Experience? No, it's not a musical act featuring mop top haircuts and matching suits, though you might say it involves a kind of harmony.</p> <ul style="list-style-type: none"> <li>- It's first listening to our customers to find out what they need, what they want, and what they wish could be, rather than merely overwhelming them with our technology catalog of 100,000 products.</li> <li>- It's removing barriers to efficient procurement so that our customers can select technology solutions online or by phone at a price they can afford.</li> <li>- It's being a true trusted advisor to our customers, making them aware not only of available technology but of technology roadmaps so they can make the most informed purchases, or non-purchases as the case may be, to maximize investment at every critical decision point in the IT lifecycle.</li> <li>- It's offering our customers stability and security through rigorous quality control standards, such as our five ISO certifications, in procuring and delivering their IT investments to ensure their investment arrives on time, is what they ordered, and works.</li> <li>- It's installing and managing our customers' solution with certified technical and solution experts, either using in-house professionals with more than 6,700 technical certifications or a Trusted Partner Network of more than 1,200 partners of various size, demographic and geography.</li> <li>- It's responding to our customers' requests for support and management after we've already made the sale, ensuring their purchases work for them and meet all applicable standards, verifiable through custom reporting.</li> <li>- It's meeting our customers' demands for diversity, equality, and environmental responsibility in the supply chain by partnering with small, local, and diverse businesses, contributing to overall diverse spend in 2018 exceeding \$2B.</li> </ul> <p>From our founding to now, we've been offering the latest technology and technology solutions, keeping pace with trends every step of the way so that our customers don't have to. In the 80s it was PCs, VCRs, painter pants, and Miami Vice, and today it's integrated IT solutions, cloud technology, eSports, and avocado toast. But none of this would be possible without our incredible coworkers. The way we make it great for our customers is by making it great for our coworkers. Meaning, the reason we can commit ourselves so thoroughly to our customers is because of the culture we've built at CDW that sustains us, and the relationships we form that constantly uplift us, motivating us to try harder in delivering the CDW Experience. We empower our coworkers to be everyday bold in their careers through many programs and initiatives. Here's a select group:</p> <p><b>Commitment to Diversity</b> CDW understands the importance of recruiting and retaining a diverse internal workforce. It starts at the top. On January 1, 2019, Christine Leahy, formerly CDW's Chief Revenue Officer and with the company since 2002, succeeded Thomas Richards as CEO, making her one of the fewer than 10% of all female Fortune 500 CEOs. We enable all of our coworkers to make solid, dependable connections in the workplace, with our customers, our supplier partners, and in the communities we serve. We encourage coworkers to take an active role in their own personal and professional development through our many mentoring, technical, and professional development groups, including African Heritage Network, Hispanic Organization for Leadership and Achievement, Women's Opportunity Network, Alliance for Business Leading Equality, and Military &amp; Allies Resource Council networks.</p> <p><b>Community Involvement</b> As a Fortune 500 company with resources on a global scale, and a widespread presence at the local-level, we recognize our responsibility as citizens of our local communities and the world. CDW provides coworkers volunteer opportunities, including paid volunteer time off, and organizes many charitable events, including our annual Fun Drive each July. Last year CDW and our coworkers raised nearly \$700,000 for Children's Miracle Network (CMN) Hospitals, helping children in our communities throughout the United States and Canada, and bringing our 30-year total to more than \$8.3 million. Beyond our ongoing charitable work, when extraordinary catastrophes have occurred, CDW and our coworkers have been there to support the recovery. We have given our time and support to support those in need, including during the Indian Ocean Earthquake and Tsunami, Hurricane Katrina, the Haiti Earthquake, the Japan Earthquake and Tsunami, and Hurricane Sandy.</p> <p><b>Environmental</b> Environmental Responsibility is a big part of our culture. Though CDW does not manufacture products, we continually work to be mindful of our carbon footprint by developing internal efficiencies and policies for waste reduction, and complying with ISO 14001 standards, all of</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Sourcewell's 50,000 members are made up of public sector agencies and not-for-profits with diverse needs and compliance requirements: classroom technology, public safety equipment, implementation services for secure infrastructure that stores public data, HIPAA, FERPA. CDW Government LLC (CDW•G) offers 100,000 products and has more than 1,000 services coworkers, with a deep bench of preferred partners available to meet Sourcewell members' (Members) diverse needs. As the market for IT continues to mature, our experience is that more and more customers are seeking integrated technology solutions. CDW•G delivers these solutions—with advice, support, ideas, technology and the experience of thousands of experts. So whether it's a quick pick off the shelf, or something a little more involved, our full solution capabilities range from discrete hardware and software products and services to complex technology implementations::</p> <ul style="list-style-type: none"> <li>• Hardware. Cables, collaboration and IP telephony, computers (including notebooks, tablets, thin clients), data storage, monitors and projectors, networking products, power, cooling and racks, printers, scanners, and print supplies.</li> <li>• Software. Backup/archive/storage, business, database and business intelligence, desktop/web publishing, management, operating systems, security, and virtualization.</li> <li>• Solutions. Business intelligence, cloud solutions, data center, digital signage, document management, managed print services, mobility, networking, point of sale, security, 3D printing, total software management, unified communications.</li> <li>• Services:       <ul style="list-style-type: none"> <li>o IT Consulting Services: Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions.</li> <li>o Security Services: We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data.</li> <li>o Networking Services: Our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed</li> <li>o Cloud Services: Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business.</li> <li>o Data Center Services: Our engineers help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on-premises or in the cloud.</li> <li>o Digital Workspace Services: Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security.</li> </ul> </li> </ul> <p>With over 1,000 original equipment manufacturers (OEMs), Members have the choice of the usual heavyweights such as HPI, Lenovo, Cisco, Microsoft, Acer, Dell EMC, HPE. We also offer hundreds of other vendors making very cool products and providing very specific services that may be the precise technology for a Member in, say, public safety, such as Getac's rugged laptops, or Havis' mounting solutions.</p> <p>But at CDW•G we know just offering solutions, services, and products doesn't answer the mail. A critical factor for Members in their procurement goals is the delivery and implementation of the solutions, services, and products to ensure their needs are met. As our company has amassed this impressive portfolio of solutions, products, and services, our leadership foresaw the potential hazards of onboarding newer to market OEMs for our customers and built uncompromising oversight into our process as a result. Sourcewell members benefit from the following steps CDW•G built into our procurement process to ensure risk management on the solutions, products, and services we deliver:</p> <ul style="list-style-type: none"> <li>- Requesting our OEM partners put in place supply chain risk management plans to control components sourcing and ensure that no gray market or counterfeit materials are incorporated into their products.</li> <li>- Vetting to ensure that only OEMs that produce genuine, quality equipment are added to CDW•G's manufacturer portfolio.</li> <li>- Acquiring equipment only from manufacturer-authorized sources.</li> <li>- Selling only equipment that we are authorized to sell.</li> <li>- Maintaining redundancy in our manufacturer portfolio, such that if one manufacturer is having trouble with counterfeit parts being introduced to its supply chain, the customer has the option of purchasing an alternative manufacturer from CDW•G.</li> <li>- Purchasing additional stock, when commercially reasonable, to provide customers access to replacement products should a recall be issued for products they have purchased.</li> <li>- Conducting quarterly business reviews with our major OEM partners where any counterfeit/gray market issues are addressed.</li> </ul>
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<p>9</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Whether it's the internal expectations we set for ourselves, or external expectations financial analysts place on us every three months when it comes time to publicly report our financials, CDW•G has a history of exceeding expectations. We are successful in exceeding expectations in part due to discipline and a forward-thinking approach. We think carefully about what the future will look like and use internal metrics to make sure we are tracking our forecasts (Please see Question 65 for sample metrics). This process makes us confident going on the record with our projections, knowing we will be held to these standards and expected to deliver. A highlight of the Sourcwell and CDW•G relationship over the years has been the alignment of expectations and the roadmap to meeting and often exceeding those. Before we dive in to our expectations upon award of this contract, we'd like to revisit our financial expectations set forth in the last Technology Solutions proposal and how we performed against those: Expected peak growth for 2018 as described in CDW•G 2014 Sourcwell/NJPA Technology Solutions proposal: \$350,000,000                  Actual growth for 2018: \$550,000,000 For the next five years of this contract, we project the fo revenue targets under a sole source award:                  2020: \$594,930,000                  2021: \$624,680,000                  2022: \$655,910,000                  2023: \$688,710,000                  2024: \$723,140,000                  Here are five big ideas on how CDW•G and Sourcwell will get there together: 1) We expect Canadian performance on this contract will be a key differentiator. We have more than 400 coworkers in Canada to support Sourcwell members across the country. Our recent acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada, enhances the value that we can deliver to customers. Scalar's expertise is in professional and managed services, infrastructure, and security.                  2) We expect to further diverse partnerships to continue ongoing focus on all communities Sourcwell serves. We do this in a number of ways. Externally, such as in 2018 when we were invited to join the New York City Mayor's Corporate Alliance Program, which provides diverse businesses direct access to select partner corporations. And internally, with diverse supplier trainings for our sales force that enable better understanding of customers' diversity goals and initiatives, and CDW•G's diverse spend solutions.                  3) We expect collaboration on marketing to drive increased contract usage and growth. We will generate a spotlight media piece detailing the exclusivity of the CDW•G &amp; Sourcwell agreement that can be shared through various channels, participate in cobranding marketing opportunities, continue sales enablement and training activities, and generate awareness of the agreement through key events and collateral primarily distributed electronically but also with printed releases. 4) We expect to continue our effective partnerships with the Sourcwell organization and other valued Sourcwell vendors. As one of the longest-tenured Sourcwell vendors and one of the largest in terms of sales volume, CDW•G brings tremendous resources to the relationship. We have actively participated in support of Sourcwell leadership and its annual vendor conference for fifteen years. Mark Ellis, from CDW•G's Program Management team, has been an active participant on Sourcwell's Vendor Advisory Board, collaborating on past initiatives, such as collecting data from the vendor community on ideas for improved collaboration with Sourcwell, and in Sourcwell's recent transition from NJPA, connecting Sourcwell to CDW•G marketing leaders and executives to review and solicit feedback. 5) We expect regular strategy meetings with Sourcwell to achieve the following goals: a. Align Sourcwell goals with CDW•G business development and sales leadership to create targeted lists of customers based on membership status, which we're already serving but with less activity than expected, and which we're not serving but should be. For example, CDW•G and Sourcwell's joint success in leveraging our strong public safety offerings to establish a relationship with the National Sherriff's Association is a blueprint for the future. b. Contribute research on key legislation that impacts cooperative purchasing. For example, we know recently Utah and Illinois passed legislation that should benefit cooperative purchasing initiatives in those states.</p>
<p>10</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Sourcwell can be confident of CDW•G's financial stability. We are a subsidiary of CDW, LLC, which is a subsidiary of CDW Corporation, a publicly-owned Fortune 500 company. As a government agency, Sourcwell is familiar with the trust established through transparency. Four times a year our CEO, Christine Leahy, and CFO make public the results of our recent financial performance and the overall health of our company. We are very proud of our financial record. Selected current financial data:                  • Current CDW corporate credit ratings are all stable:                  o Moody's: Ba2 o                  Standard and Poor's: BB+ o                  Moody's Outlook: Positive o                  S&amp;P Outlook: Stable                  o Our cash plus revolver availability (open agreements to borrow) is at \$1.2B as of June 30, 2019, demonstrating strong financial credit.                  • Over the past decade our net sales have almost doubled U.S. IT spending as measured by Compound Annual Growth Rate ("CAGR")                  • CDW has been steadily increasing revenue for each year since we went public in 2013, reaching our highest-ever net sales at \$16.2B We have also uploaded CDW's past three annual reports to provide Sourcwell with a thorough accounting of CDW's financial health. Our complete financial portfolio is available at <a href="https://investor.cdw.com/">https://investor.cdw.com/</a></p>

11	What is your US market share for the solutions that you are proposing?	We estimate that our total Net sales of approximately \$17 billion (on a trailing twelve-month basis) represents approximately 5% of our addressable market, which is estimated at ~\$325 billion.
12	What is your Canadian market share, if any?	We do not break out Canada separately; we have reported \$1.98B sales in Canada and U.K. in 2018.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, CDW•G has never filed a petition for bankruptcy protection.
14	How is your organization best described: is it a manufacturer or a distributor/dealer? Please provide your written authorization to act as a distributor/dealer for your sales and service force and with your dealer.	<p>a) CDW•G can best be described as a reseller. As part of our Additional Documents zip file upload, we have included written authorization to act as a reseller for the wholesale distributor Tech Data in both the U.S. and Canada. We feel partnering with a reseller like CDW•G over a manufacturer for your contract provides greater benefits to Sourcewell members. Sourcewell is looking for a vendor that can support a catalog that offers both depth and breadth to members. Manufacturers often default to promoting their own products, rather than the solution that best meets the Member's need. In fact, this can be true for a number of competing resellers as well. Some resellers can generate a substantial portion of their sales from one manufacturer partner, in some cases as much as 50%. This can also be a risky business model. CDW•G is uniquely unbiased. Proof is in our sales; our 2018 company revenue mix did not include a single OEM making up more than 10% of our total. One of the benefits of our vetted portfolio of 1,000 leading brands is that it insulates us, and our customers, from the events of any one company. OEMs and resellers relying heavily on one manufacturer partner can mean a cloudy future for contract success when a business-altering event takes place.</p> <p>Please visit our easy-to-search website for a list of the OEMs CDW•G is authorized to resell: <a href="http://www.cdwg.com/brands">www.cdwg.com/brands</a> And please visit CDW Canada's website for a list of 1,000 authorized OEMs: <a href="http://www.cdw.ca/brands">www.cdw.ca/brands</a> Another advantage of our reseller status is we have a captive sales audience, which means we can educate our internal sales force on contracts such as Sourcewell, how to sell on Sourcewell, and how to align sales messaging with the contract's needs. This process leads to contract adoption by CDW•G account managers and that has led to contract adoption by their customers. Together, we have increased new Member usage over the past five years by more than 20%. For our U.S. operations, in 2018 we purchased approximately 50% of the products we sold as discrete products or as components of a solution directly from our vendor partners and the remaining 50% from wholesale distributors. Additionally, we are authorized and do buy direct when economically advantageous. As one of the largest direct market resellers, CDW•G has established great working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles. In a recent calendar quarter documented by one of our comprehensive Sourcewell sales reports submitted under the current contract, products and services sourced from 663 manufacturers were purchased by the Membership via the contract. These represent the entire range of the technology market from wires, cables and connected classroom furniture to advanced networking/data center solutions.</p> <p>Effective purchasing and inventory management are key elements of our business strategy that result in safe and secure IT hardware and software for our customers. Our management information systems, purchasing systems, radio frequency-based cycle counting system, and use of vendor stock balancing allow us to minimize our investment in inventory and to reduce inventory discrepancies and the risk of obsolescence.</p> <p>We conduct quarterly business reviews with our top suppliers and distribution partners to communicate any outstanding issues. We have developed supplier scorecards for our suppliers to drive service expectations and accountability, which directly relates to the customer buying experience. These scorecards have greatly improved service levels and are driving process improvement initiatives throughout the supply chain with many partners. CDW•G has a replenishment program with specific criteria for each manufacturer that takes lead-time into consideration when placing orders as well as monitors return rates to look for quality issues. CDW•G purchases products in volume when practical and stores the oversupply in our overstock locations. In this way, we can pass along volume discount savings to our customers, and the products are available for immediate shipment. We also offer staging options in which we can warehouse specific items, release them on a rollout schedule, and guarantee stocking position.</p> <p>b) Although CDW•G is best described as a reseller, we are also recognized as a service provider. CDW•G's sales force, including both inside and field-based personnel in customer-facing sales roles, are employed directly by our company. We do not use dealers, partners, or subcontractors in this role. Our business model offers Sourcewell members the advantage of leading manufacturers paired with strategic, integrated, comprehensive services. We know that accelerating changes in technology mean that customers require more than just a product to satisfy many of their IT needs. Most customers expect a security component built in to their purchase, which often means implementation, monitoring, and more. CDW•G has transformed from primarily a technology products reseller to include services as part of our integrated technology solutions catalog to keep pace with our customers' needs. We have built a services practice that supports more than 35,000 customers in 140 countries. Please visit our website for a video on how CDW•G services deliver innovation.</p>

		<p>www.cdw.com/services One example of how Sourcewell members benefit from our innovative services is in K-12. CDW•G provides broad and diverse services such as large volume Chromebook rollouts with White Glove Services, networking implementation under the e-Rate program, onsite deployment of whiteboards/video solutions, physical security upgrades, and Blueprint to Design™, a value-added design service that includes classrooms, media centers, cafeteriums, and STEM/STEAM labs. We can deliver all of the services requested in this RFP by means of our internal coworkers, which includes engineers with precise technical expertise, as well as through a network of trusted service providers with whom we have long-term, ongoing relationships. Many of the services we offer are scoped on a custom basis to meet the customer's specific needs. The ability to use our own coworkers as well as our network of service providers gives us flexibility and deep resources to meet changing workload demands. To make sure we are meeting our customers' needs, we have built a deep services practice that goes above and beyond OEM requirements. For example, Cisco's minimum requirement to be a Gold-Certified Partner is to have 4 Cisco Certified Internetwork Experts (CCIEs) on staff. While other vendors may be able to meet Cisco's minimum threshold to gain the designation, CDW•G takes it further to ensure we are meeting our customers' requirements by staffing our services team with 63 CCIEs.</p>
<p>15</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>We recognize that Sourcewell members are made up of government, education, tribal nations, and non-profit members. In our years of experience working with Members we've found they themselves don't require many licenses or certifications from IT vendor partners. Separate from this, there are unique state business licenses and tax certificates found at the state, county, and local level. CDW•G holds the applicable licenses and certifications to do business in every state on this contract.</p> <p>When it happens a local agency we haven't worked with before requires a license or certification we may not hold, our account managers work with our Finance or Program Sales team (depending on the requirement) to apply for the license. If the requirement is one we do not qualify for, like a small business certification, we work with our vendor partners to meet the customer's need. We also follow all applicable laws, such as prevailing wage legislation.</p> <p>For the licenses and certifications that are held by CDW•G, these reflect a commitment to stability and security through rigorous quality control standards. Our business succeeds in part due to an understanding with our partners that we can safely procure and implement their IT investments, and protect their critical information. Select quality control and technical certifications held by CDW•G are as follows: International Organization for Standardization (ISO). ISO certified since 2001, CDW•G has a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards:</p> <ul style="list-style-type: none"> <li>- ISO 9001 – Quality Management System: Sales, configuration and support of computer and related technology within both of CDW•G's Configuration Centers.</li> <li>- ISO 28000 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the US.</li> <li>- ISO 27001 – Information Security Management System: Provision of product sales to CDW•G customers, including all backbone functions and support of computer and related technology.</li> <li>- ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS).</li> <li>- ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias and the lessee area.</li> </ul> <p>HIPAA - Health Insurance Portability and Accountability Act: CDW•G complies with all applicable HIPAA regulations, including those related to auditing.</p> <p>SSAE16 Service Organization Controls (SOC) 1 Type 2 – CDW•G Managed Services has had clean, annual PCI and SAS70 Type II (and now Statement on Standards for Attestation Engagements No. 16 (SSAE16)) audits since 2004. PCI Level 1 Compliance – CDW•G Managed Services is audited annually for Level 1 Payment Card Industry (PCI) compliance which attests to the fact that our Managed Services operations and services meet requirements to comply with the standards of the PCI Security Standards Council.</p> <p>Additionally, CDW•G's certifications and knowledge-depth extend to the individual level. Our coworkers hold many technical certifications to support the diverse technology solutions in our catalog. Please find these in Question 69.</p>
<p>16</p>	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>As of the date of this submittal, and for the prior ten years, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended, where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.</p>

17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Accessories Power, Cooling &amp; Racks Desktop Computers Data Storage/Drives Enterprise Storage Point of Sale/Data Capture Servers &amp; Server Management Notebook/Mobile Devices NetComm Products Carts and Furniture Printing &amp; Document Scanning Services (Partner Delivered) Software Collaboration Hardware Video &amp; Audio Cables Warranties-Product Protection Video Hardware Interactive Whiteboards Interactive Flat Panel Display Chromebooks Google Chrome Management SaaS</p>
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**Industry Recognition & Marketplace Success**

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Sourcewell is committed to building valued relationship and delivering innovative solutions with integrity, exceeding the expectations of its members. Offering its members the opportunity to purchase the best IT at a competitive discount is an important part of Sourcewell's commitment, but so is the character and quality of the vendor that Sourcewell provides as a business partner.</p> <p>Over our decades of doing business, our company has been recognized as creating the sort of environment that empowers its coworkers to be successful. We make it great for our customers by making it great for our coworkers. Here we highlight five recent workplace awards and recognitions that speak to our company and culture. One of the Best Places to Work in IT 2019</p> <p>Computerworld This year, which marks the 19th time our company has won the Computerworld for Women in 2019</p> <p>Fairygodboss Fairygodboss named us one of the Best Companies for Women in 2019 for our commitment to gender diversity and both recruiting and retaining female talent. Fairygodboss is the largest career community for women.</p> <p>Best for Vets Employer 2019 Military Times</p> <p>Military Times named our company one of its Best for Vets Employers in 2019, placing us among the top employers for veterans based on culture, recruiting, policies, and resources related to veterans, service members, and military families. Perfect Score in Corporate Equality Index 2019</p> <p>Human Rights Campaign We were recognized with a perfect score of 100 percent on the Human Rights Campaign's 2019 Corporate Equality Index (CEI) and the distinction as a Best Place to Work for LGBTQ Equality.</p> <p>Top 100 Solution Providers Computer Dealer News (CDN)</p> <p>Every year CDN compiles a list of the Top 100 IT Solution Providers in Canada based on company revenue. CDW Canada ranked No. 2 in 2019 (based on 2018 revenue). Above are select awards from 2019. Over the past few years we have received many awards and recognition, and those include the following list:</p> <ul style="list-style-type: none"> <li>- 100 Best Places to Work in Chicago</li> <li>- Best Places to Work in Connecticut</li> <li>- Top Companies to Work for in Arizona</li> <li>- Tampa Bay Business Journal Best Places to Work</li> <li>- Dallas Business Journal Best Places to Work</li> <li>- Forbes' America's Best Employers</li> <li>- Military Friendly Employer Award</li> <li>- Business Equality Network LGBTQ Business Equality Excellence Award</li> <li>- Workforce 100 and Human Capital Media Research recognized CDW as one of the 2018 Workforce 100</li> <li>- Canada's Channel Daily News named CDW Canada the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year. Workplace honors are only part of what makes our company special. We also commit to excellence in the eyes of our OEM partners in order to further our partnerships in delivering best-value solutions to our customers. A sample of our partner recognition over recent years is as follows:</li> <li>- Aruba Top Channel Partner Award</li> <li>- Citrix U.S. Public Sector Partner of the Year</li> <li>- Cisco Collaboration Partner of the Year</li> <li>- Dell President's Circle Award</li> <li>- HP Partner of the Year</li> <li>- HPE North America Network Service Provider (NSP) Partner of the Year Award</li> <li>- HPI largest partner in Direct Reseller Channel</li> <li>- IBM North America Top Strategic Business Partner Leadership Award</li> <li>- Intel North America Public Sector Partner of the Year</li> <li>- Lenovo's largest Global Direct Response Channel Partner</li> <li>- Microsoft Partner of the Year</li> <li>- Nutanix Global Partner of the Year</li> <li>- Sophos National Partner of the Year</li> <li>- VMware Partner Innovation Award</li> </ul>
19	What percentage of your sales are to the governmental sector in the past three years	2018: 34% 2017: 28% 2016: 34%
20	What percentage of your sales are to the education sector in the past three years	2018: 38% 2017: 36% 2016: 36%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds numerous state or cooperative purchasing contracts, including AEPA, TIPS, PEPPM, E&I. Unlike Sourcewell, however, most of our cooperatives that we work with are not public agencies, a decided disadvantage to transparency. While we cannot provide the sales volumes, Sourcewell can find a full list of our publicly available agreements at <a href="http://www.cdwg.com/contracts">www.cdwg.com/contracts</a> .



22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds the GSA Schedule Contract: 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools. Annual sales volume for the past three full years: 2018: \$142,600,688 2017: \$133,866,901 2016: \$142,939,903
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### References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Elk Grove Unified School District	Todd Barber	916.686.7710 ext.68051
City of Chattanooga	Matthew McDarmont	423.643.6339
University of Colorado	Duane Tucker	303.764.3453
Queen's University, Kingston, Ontario	Andy Green	613.533.6000 ext. 32175
City of Swift Current, Saskatchewan	Dwayne Levoie	306.778.2708

### Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Georgia Institute of Technology	Education	Georgia - GA	1. Software 2. Netcom Products 3. Notebooks/Mobile Devices	19,107 orders ranging in size from large to small invoiced at various dates throughout contract year	\$23,575,763
Florida International University	Education	Florida - FL	1. NetComm Products 2. Desktop Computers 3. Software	5,701 orders ranging in size from large to small invoiced at various dates throughout contract year	\$18,026,658
University of Washington	Education	Washington - WA	1. Software 2. Services (partner delivered) 3. NetComm Product	2,936 orders ranging in size from large to small invoiced at various dates throughout contract year	\$17,731,256
Clarksville- Montgo County Schools	Education	Tennessee - TN	1. Notebook/Mobile Devices 2. NetComm Products 3. Video and Audio	331 orders ranging in size from large to small invoiced at various dates throughout contract year	\$17,569,029
Valverde Unified School District	Education	California - CA	1. Notebooks/Mobile Devices 2. Desktop Computers 3. Software	1,992 orders ranging in size from large to small invoiced at various dates throughout contract year	\$13,029,947

### Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

<p>25</p>	<p>Sales force.</p>	<p>As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will be able to keep up as a valued provider to your diverse membership. But beyond blanketing Members with sheer numbers, Sourcewell's ideal partner should also be aligned with the nuances of your members' industry sectors and procurement environments; able to offer specialized support to help Members meet their goals; and to fulfill this contract's full potential.</p> <p>As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with Sourcewell's member base: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. The advantage to CDW•G's model is that our account managers become experts within their sector, able to respond to the very specific needs of each. For example, our account managers in education are knowledgeable in FERPA and other privacy laws, our account managers in State and Local Government track applicable laws to the states they serve, Healthcare teams understand HIPAA. Within each sector, CDW•G's sales force is then divided into eleven geographic regions across the United States. To support this model, we have office locations all across the country. This combines our vast resources as a Fortune 500 company with a personalized presence right in the neighborhood. As a result, the CDW•G sales force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and national companies. Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support Sourcewell members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI. Sourcewell members receive expertise, experience, and strength in numbers with CDW•G. They will have access to the following specialized sales account managers in each sector:</p> <ul style="list-style-type: none"> <li>- Higher Education: ~200</li> <li>- K-12 Education: ~350</li> <li>- Healthcare: ~250</li> <li>- Federal Government: ~200</li> <li>- State and Local Government: ~225</li> </ul> <p>Each Sourcewell member will receive an account team that maintains overall responsibility for making certain we deliver the unique CDW Experience. One part of the team is made up of the account manager, who listens to develop in-depth knowledge of Member values, technical environment, and financial objectives, to then offer ways in which CDW•G can cut costs, increase productivity, and simplify procurement. Supporting the account manager, Members also have a field account executive, who will arrange to visit Member sites for business reviews, solution and services consultation, white board sessions and other meetings, on a regular basis or as needed. And, of course, Sourcewell receives your own dedicated account manager, who ensures Sourcewell pricing is applied to Members' quotation or order, and affirms that the sale and subsequent fulfillment and invoicing is conducted in accordance with the requirements of the Sourcewell contract. In addition to our U.S. presence, we will support Sourcewell's members in Canada through our mature presence there. Since establishing Canadian headquarters in 2003, CDW Canada has grown significantly, adding coworkers across the country to better serve customers in their regions. Public Sector sales teams are organized by vertical: education, government, healthcare. With a recent strategic acquisition of Scalar Decisions, CDW Canada has coworkers located in most of the major cities across Canada including Ottawa, Calgary, Edmonton, Montreal, and Vancouver. CDW Canada's head office is in Toronto, ON, employing more than 400 coworkers and supporting customers and partners across the country. The number of specialized sales support Sourcewell members in Canada will have access to in each sector:</p> <ul style="list-style-type: none"> <li>- Education: ~20</li> <li>- Government: ~20</li> <li>- Healthcare: ~15</li> </ul> <p>All of CDW•G and CDW Canada's salesforce are direct employees.</p> <p>Where our sales and services overlap, Sourcewell members will benefit from yet another unique advantage of CDW•G's business model. We provide access to incomparable value-added resources and technical expertise while simplifying the process through a single, dedicated point of contact. Sourcewell members' CDW•G account managers function as the quarterback here to engage our value-added resources, which include sector-specific support specialists, such as our Public Safety team (law enforcement, fire rescue, emergency medical services, and emergency management organizations) and Education Strategists and Learning Environment Advisors. Also, highly trained presales specialists who are experts in particular areas of technology, and for specific partner solutions, including more than 100 systems engineers who assist with evaluating products based on unique operational requirements and budgetary constraints.</p>
<p>26</p>	<p>Dealer network or other distribution methods.</p>	<p>CDW•G doesn't use dealers. We resell directly.</p>

27	Service force.	<p>As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will offer thorough, localized service coverage to meet the high standards of responsiveness that members have to come to expect on the current contract. Supporting CDW•G's sales force in providing value to Sourcewell members is an extensive service force, made up of in-house service professionals and a Trusted Partner Network that span coast to coast. Technology procurement goals have evolved since Sourcewell and CDW•G both came into existence decades ago, moving from box pushing to complex solutions made up of different specializations. To make sure we are close-by, responsive, and able to understand our customers' evolving needs, CDW•G has built a local services presence across 32 cities in the U.S.. Our full listing of U.S. services locations is as follows: Phoenix, AZ; Los Angeles, CA; San Diego, CA; San Francisco, CA; Denver, CO; Miami, FL; Tampa, FL; Atlanta, GA; Chicago, IL; Evansville, IN; Indianapolis, IN; Boston, MA; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; St. Louis, MO; Raleigh, NC; Las Vegas, NV; New York City, NY; Cincinnati, OH; Cleveland, OH; Philadelphia, PA; Pittsburgh, PA; Nashville, TN; Dallas, TX; Houston, TX; Seattle, WA; Washington D.C.; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI Here's a further services coverage breakdown, by services area and resource type.</p> <ul style="list-style-type: none"> <li>- Professional Services Engineers and Project Managers (CDW•G coworkers) across 25 cities in the U.S.</li> <li>- Partner Services network resources across 32 cities in the U.S.</li> <li>- Professional Services-National Team Engineers and Project Managers (CDW•G coworkers) across the U.S.</li> <li>- Configuration Center Technicians (CDW•G coworkers) in Chicago and Las Vegas.</li> <li>- Managed Services-Network Operations Center Engineers and Project Managers in Madison, WI, Minneapolis, MN and Chicago, IL.</li> <li>- Aggregation Services third-party hosting centers across the U.S. CDW•G delivers service by means of our Partner Network with whom we have collaborative, ongoing relationships.</li> </ul> <p>Our Engineers We have over 1,000 services professionals. Instead of breaking our services professionals into sector, with the exception of the federal sector, which has its own unique clearance requirements, our services professionals are deployed into all segments. We are always thinking about what provides the best value for our customers and the optimal solution outcome, and in services we believe expertise exists within a particular technology, not sector. For instance, when implementing a Unified Communications solution or monitoring an IBM mainframe, it matters more that the engineer knows those technologies, not whether it's for a school or a county office. And our engineers know those technologies, and a whole lot more. Our commitment to this ideal has led to nearly 6,700 coworker technical certifications. For a more detailed listing of technical certifications, please see Question 69.</p> <p>Trusted Partner Network CDW•G has strong alliances with approximately 1,200 services providers, which includes minority, women-owned, and other small, disadvantaged businesses, who provide consultants and engineers to complement CDW services projects. When we feel that a partner can provide the best-value on a given project, we select one based upon their ability to meet the needs of the customer, using such criteria as price, responsiveness, quality, geographic reach, available skill-set, length of project and overall customer satisfaction. We choose our service providers carefully, enabling us to focus on developing strong relationships with only the most competent providers. A majority of our partners are organizations Sourcewell members will recognize: Cisco, Microsoft, IBM, Google, Fujitsu, Oracle, Adobe, MP Integrated Solutions, Atomic Data, Twin City Hardware, and many more. By partnering with these companies, CDW•G brings our customers best-value solutions. In addition to our U.S. presence, we will support Sourcewell members across Canada. We have services coworkers in the following major cities: Calgary, AB; Edmonton, AB; Vancouver, BC; Winnipeg, MB; Toronto, ON; Ottawa, ON; and Montreal, QC. These are supported by partner network resources nationwide. A further services coverage breakdown, by services area and resource type.</p> <ul style="list-style-type: none"> <li>- Configuration Center Technicians leveraging our distribution partnerships in the following major Canadian metropolitan cities: Greater Vancouver, Calgary, Greater Toronto and Guelph, Montreal and Halifax.</li> <li>- Aggregation Services and partner hosting center in Toronto</li> </ul>
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28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>CDW•G's goal is to minimize lapses in performance fulfillment, and there are many controls in place to ensure customer satisfaction is continually met. For example, we are proud of our historical percentage of Dead-On-Arrival units being less than .6%, against an exceptionally high output—the number of units shipped daily in recent years is at nearly 150,000. Still, we continually strive to improve the customer experience as part of the CDW Experience.</p> <p>If due to unforeseen circumstances there is a lapse, we have a support plan in place to listen, evaluate, correct, and understand. To simplify the customer service process, we recommend Sourcewell members bring any issues or inquiries to the attention of their account manager. Members' CDW•G account managers should be the center of their customer service and support experience. Barring unforeseen circumstances, account managers respond between 30 minutes and four business hours. They will work to resolve the incident, taking the necessary steps to ensure a best outcome. Or if the account manager is unavailable that day, a backup is assigned. Members' full account support team is available through their online account. It shows the live status of their representatives' availability. Please see Question 52 for more information related to online account capabilities. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues until we provide a suitable solution to the performance issue. A word of note: beware of proposed incident escalation paths that go no further than issue resolution. Because Sourcewell members will likely get very familiar with these escalation paths. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations. A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.</p> <p>As a back-up support option, Sourcewell members can always choose to contact a customer relations representative. CDW•G has representatives available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday, or via email at <a href="mailto:customerrelationsreturns@cdw.com">customerrelationsreturns@cdw.com</a>, with a reply back within 24 hours. As part of our focus on listening in providing customers the CDW Experience, we regularly measure customer satisfaction to find out how we can even better meet our customer needs. Because we know that what worked for our customers in 2010 may not be the best method in 2020. That's why since 2000 our Customer Feedback Program has run via our Market Research Team. The program measures customer satisfaction, thoughts about CDW•G, and problem areas. The primary methodology is a semi-annual survey which gathers information on customer-facing departments including shipping, customer relations, and the customer's sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from our Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and offers additional action to rectify the problem. Notices including customer contact information and feedback are sent to CDW•G sales managers so they can follow up. However, the majority of end users supply favorable survey comments. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Below are the results from CDW's semi-annual Customer Relationship Survey in June 2019.  Overall Performance Account Manager – 91%  Customer Service Staff – 90% Delivery Process – 91%</p> <p>But of all the statistics we track, measure, and apply to our company, we feel the statistic that best measures our customer service is our industry longevity and that customers keep returning to us for their IT needs. For example, of the almost 14,000 Sourcewell members from all market segments who purchased via Sourcewell in 2017, nearly 70% purchased from CDW•G again in 2018.</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Sourcewell members in all geographic areas will be fully served by CDW•G on this contract.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. All Sourcewell member sectors will be fully served by CDW•G on this contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. We are shipping to Members in Hawaii, Alaska, and in the US Territories. In 2018, we processed 1,139 orders for Members in these states and territories.

**Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Industry awareness is critical in establishing a successful cooperative contract and growing its use. In a competitive cooperative landscape, with the very same vendors aspiring to be named to Sourcewell that are already holders of multiple other cooperatives, Sourcewell's ideal partner needs to fully understand the uniqueness of Sourcewell and how to showcase it, using thoughtful resources and creativity.</p> <p>CDW•G and our marketing team are very familiar with the Sourcewell brand. We participated in Sourcewell's successful rebranding effort from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. Our marketing team is also recognized industry-wide for its campaigns. We were recently named a finalist for Content Marketing Project of the Year by the Content Marketing Institute, the largest and longest-running international content marketing awards program in the world. Added to these distinctions, Sourcewell's CDW•G Program Management team, who know Sourcewell inside and out through the current contract on a day-to-day basis, collaborate with CDW•G's marketing department to create awareness campaigns to disseminate key contract information to potential end users. Taking into account our experience and familiarity from more than 15 years of successfully working together, CDW•G has a forward-looking, 10-step strategy that maximizes our wide-reach to create awareness of Sourcewell in the U.S. and Canada, driving further adoption and spurring increased growth on the next contract.</p> <p>1. Member Transition. To begin, upon award CDW•G will transition Members using the current contract to the new contract. After contract launch, we can add any Member who requests being added to this contract by linking them to the contract within 5 business days of request. CDW•G's marketing plan begins with continuing to market this agreement to all eligible Sourcewell members.</p> <p>2. Agreement Transition Plan. Possibly the most important step is a well-oiled transition plan from CDW•G's current agreement to the newly awarded agreement. We've already created a sample contract landing page that is ready to go live on Day 1. Please access it at <a href="http://www.cdwg.com/Sourcewell">www.cdwg.com/Sourcewell</a>. We'll keep this site up to date with all the latest contract information. Products and pricing are available right now. We will also collaborate with Sourcewell marketing to create an email awareness campaign to explain how CDW•G and Sourcewell will make the transition seamless for the Sourcewell membership. For all piggyback agreements that are currently set up between CDW•G and Sourcewell, David White, Sourcewell's program manager, will work with the local sales team to build a transition plan for each agreement to ensure continuous use of the Sourcewell and CDW•G agreements.</p> <p>3. Customer Facing Collateral. In an effort to drive awareness of the Sourcewell agreement through CDW•G, collateral will be distributed electronically, on the Sourcewell landing page, and printed for Sourcewell customers. Collateral will communicate the benefits of purchasing through the agreement from CDW•G as well as showcase products, services, and solutions offered to customers. As a part of this proposal, CDW•G has created customer-facing collateral that is ready for immediate distribution upon award. Our strategy is twofold. First, to ensure business continuity for our current Sourcewell customers, making sure they are promptly aware of the new contract so that we transition smoothly into the next agreement. Second, we want to increase awareness and adoption for current nonmembers in order to promote net new growth for Sourcewell. These sample documents can be viewed as part of our document uploads in this section, as well as at <a href="http://www.cdwg.com/Sourcewell">www.cdwg.com/Sourcewell</a>.</p> <p>4. Sales Enablement/Training. A Sourcewell member's first point of contact with CDW•G is typically their dedicated account manager. Correspondingly, it is critical that our account managers understand the scope and benefits of the Sourcewell agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will also train our sales teams regarding the Sourcewell agreement with CDW•G. Training won't be a one-time thing— David White and the CDW•G Program Management team continuously train and provide information to educate the sales force on updates or changes to our program with Sourcewell. Having multiple touch points throughout the year helps provide additional ways for the team to gain information that directly relates to launching the program, maintaining compliance, and promoting growth of the Sourcewell agreement. The range of the CDW•G training program allows our account teams to support Sourcewell members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Moreover, our account teams then propagate the value of the Sourcewell agreement to non-members helping to drive increased adoption and contract growth.</p> <p>5. Monthly Email. CDW•G produces and distributes a Sourcewell specific email monthly to approximately 11,000 CDW•G Sourcewell customers. Emails have been designed to highlight monthly rotating solutions topics for the Sourcewell members such as Hyper-Converged Infrastructure (HCI), Mobility and Networking, along with direct links to the CDW•G/Sourcewell landing page. Please see a sample email we recently sent out included in our marketing materials document uploads.</p> <p>6. Corporate Communications. Upon award, CDW•G will generate a spotlight media piece at the CDW Newsroom site detailing the exclusivity of the CDW•G Sourcewell Agreement. These can be shared with select media publications. We also encourage both corporate and individual coworker social media channels to share releases at CDW Newsroom. Finally, it will be a part of a daily, internal newsletter that reaches CDW•G coworkers.</p> <p>7. Sourcewell Branding Logo. A CDW•G and Sourcewell branding logo will be created to include on the email auto signatures of sellers with applicable customers. The logo will direct customers to the Sourcewell landing page.</p> <p>8. Ability to Collaborate on Co-Marketing Efforts. CDW•G is able and willing to participate in cobranding marketing opportunities for all future proposals from Sourcewell. We are actively working to expand the Sourcewell footprint into strategic industries, opening up new channels of membership to Sourcewell. A sample document upload in this section includes the successful LE Supply Pro/National Sherriff's Association and CDW•G promotional effort.</p> <p>9. Social Media. CDW's marketing team has many advanced tactics to reach Sourcewell customers in the US and Canada. Please see Question 33 for information on how our social media presence can generate and increase awareness.</p> <p>10. Executive Sponsorship. Part of CDW•G's commitment to our customer base is constantly</p>

		<p>seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. Our Program Management team conducts quarterly business reviews with CDW•G executive leadership and a significant portion of this agenda is devoted to Sourcewell, including usage statistics and growth trends. The Sourcewell contract continues to be of great interest at CDW•G's executive level because of our successful growth strategies.</p>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>To advance Sourcewell's message in the crowded public cooperative landscape, Sourcewell's ideal partner will need to go beyond the slicks, glossy one-pagers, and email blasts of a traditional marketing campaign to reach future Members who don't today, and won't ever respond to information presented that way. In 2019, many go to social media for their news and information. It's been reported the U.S. and Canada have a combined 50 million Twitter users. So ask yourself what sort of technology solutions company is not making use of one of the largest technology platforms to reach customers and future customers in these countries? We've been on Twitter since 2012 and as of this submission have more than 46,000 followers. Using technology to promote and sell technology —seems smart. At least it does to our company. In fact, CDW•G leverages an employee advocacy tool that spans social media. It's called Social Squad, and it allows employees across the company to access curated social media content to share to their personal social media networks, including LinkedIn, Twitter, and Facebook. The platform has 2,248 registered members and gains more every day. In July, our employees shared 9,400 times and generated 26,700 clicks and 14,514,910 impressions. The platform also has an app available for iOS and Android. Social Squad members share content on a number of topics, including CDW news, products and deals, emerging technologies, product launches, featured partners, and more. In order for this contract to be used to the fullest extent, it needs to be embraced by both the IT teams and the procurement departments of eligible users. Other than first-hand experience, we think the best way to making a last impression on our customers' IT teams is storytelling. For this reason, we suggest a series of customer success stories, either written or potentially delivered as webinars. We envision a CIO or CTO to highlight how they worked with CDW•G and used the Sourcewell contract to solve a problem. The target audience for these webinars will be other CIOs and the engineers who work for them. We would ask Sourcewell to help develop this concept and eventually co-promote the message with the membership.</p>
<p>34</p>	<p>In your view, what is Sourcewell's role in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with CDW•G, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and CDW•G will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and CDW•G will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include CDW•G in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for CDW•G internal and field sellers with a contract training program. Which transitions into contract integration. For our part, tenured CDW•G account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as CDW•G's augmentation of the prior contract to include Dell EMC products and AWS. Transitioning to the new contract with CDW•G will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as CDW•G continues to grow, we do hire a significant number of new account managers. To inform and enhance our sales force's understanding of the Sourcewell contract and its nuances, within the first 30 days post award we will conduct a 'refresh' training with all account managers and Sourcewell staff should be present to impart your passion for cooperative purchasing as well as answer questions.</p>	<p>Having grown from a small, local purchasing cooperative to its status today as a national leader in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with CDW•G, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and CDW•G will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and CDW•G will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include CDW•G in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for CDW•G internal and field sellers with a contract training program. Which transitions into contract integration. For our part, tenured CDW•G account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as CDW•G's augmentation of the prior contract to include Dell EMC products and AWS. Transitioning to the new contract with CDW•G will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as CDW•G continues to grow, we do hire a significant number of new account managers. To inform and enhance our sales force's understanding of the Sourcewell contract and its nuances, within the first 30 days post award we will conduct a 'refresh' training with all account managers and Sourcewell staff should be present to impart your passion for cooperative purchasing as well as answer questions.</p>



35	Are your products or services available through e-procurement system and how governme	<p>Sourcewell members already procuring technology through e-procurement, and for those who might like to, benefit from a mature e-procurement practice, with a deep understanding of integrations and resources dedicated to driving customer adoption. In our experience, customers can save anywhere from \$30-65 per transaction by using a reliable, secure e-Procurement system that automates their process from procurement to payment.</p> <p>As a company, CDW has completed more than 9,000 e-Procurement integrations. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Sourcewell members who would like to explore an integration, benefit from our best practices and lessons learned from nearly 20 years of integration experience. We've pretty much seen it all. We'll advise on what works and what doesn't. For example, we find that the best user experience is a mix of both eProcurement and EDI (Electronic Data Interchange) for invoicing and asset management. Or that government and education customers often realize significant benefits due to decentralized procurement structures. One of our largest education customers has 6,000 authorized buyers across 350 unique departments. CDW•G's e-procurement solution has helped them simplify procurement by using one system and leveraging the Sourcewell agreement. However, experience has also taught us that each customer requirement is different. Therefore we offer a wide range of systems to support member needs, including cXML, OCI, as well as EDI. Through CDW•G integrations, members are able to leverage their preferred e-procurement system or to visit our website that is custom designed for compliance and strict adherence to the Sourcewell contract. We've created a sample landing page that can be accessed here:  <a href="http://www.cdwg.com/Sourcewell">www.cdwg.com/Sourcewell</a></p> <p>Our mature e-procurement practice also means members won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for Sourcewell members, allowing them to buy IT the way they need based on their specific requirements. We can set up member credentials within 24 hours, with most integrations taking fewer than 45 days depending on the needs of the customer. If invoicing is needed, that can mean additional time depending on complexity and testing with the customer.</p> <p>Beyond saving Sourcewell members time, CDW•G saves Sourcewell members money both through the aforementioned transaction savings and by charging no fees to set up their e-procurement punchout, EDI setup, creation of the portal, or a Purchase Authorization System setup. The only fees come from Members' own e-procurement software solution, as applicable. Outside of providing integrations at no charge, CDW•G also has resources in e-commerce and business development to train end users on how to leverage CDW•G's punch-out catalog or customized e-commerce portal for ordering. Training may be offered on-site, virtually via WebEx, or through recorded sessions that can be accessed on demand. Training generally consists of a walk-through of the customer's customized portal, an overview of the most commonly leveraged tools, and Q&amp;A. The training is optional and offered at no additional charge to the customer. We understand some Sourcewell members won't choose to procure this way, or maybe it's not currently available to them. That's okay, too. CDW•G offers our own Purchase Authorization System. PAS is a way to help customers control rogue orders and promote centralized billing with approval processes through our website. It is yet another way CDW•G maintains rigorous quality control standards on our procurement process.</p> <p>As part of our integrated solution capabilities, we work with both p-cards as well as invoicing and leasing through our site, to fit the different needs of Sourcewell members.</p>
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**Value-Added Attributes**

Line Item	Question	Response *
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Training and knowledge share empower customers in an increasingly complex and diverse technology environment. On prem, off prem, hybrid, as-a-service, mobility, virtual reality...there is much to grasp and understand. We're in awe of the autodidacts in Sourcewell's member base, but we also suspect many Members don't have the time to learn the nuances of every product they purchase, or would like to purchase, in CDW•G's catalog. For a contract of this size—most vendors competing for this Sourcewell contract offer technology catalogs featuring upward of 100,000 products—Sourcewell's ideal partner must have the resources in place to help Members fully understand their options in order to maximize investments.</p> <p>CDW•G supports Sourcewell members in a number of different ways. Members should work with their CDW•G account manager to take advantage of all our programs. Sourcewell members have access to CDW•G's deep value-added technology enablement resources. We have a team of more than 100 systems engineers in manufacturer-funded positions who provide pre- purchase support for their particular manufacturer's solutions. We also offer general technology learning services. For instance, CDW•G's Cloud Planning Services, hosted by our cloud team, combines workshops, diagnostic services, and consulting engagements to help Sourcewell members determine which applications and workloads are ideal for the cloud. We offer similar services related to nearly everything we sell in our Tech Solutions Library. From choosing a keyboard to modernizing a classroom, our experts provide thoughtful recommendations. Please visit our Tech Solutions Library for more than 400 entries:  <a href="https://www.cdw.com/content/cdw/en/articles/tech-solutions-library.html">https://www.cdw.com/content/cdw/en/articles/tech-solutions-library.html</a></p> <p>For Sourcewell's many K-12 members, CDW•G offers specialized support. Our team of educational strategists assist in aligning teaching and learning with individualized technology roadmaps. Past topics have included effectively using technology in the classroom, designing digital curriculum, and furthering digital literacy and citizenship for staff and students. Please see our response to Question 41 for full details on this value-added resource. Another way CDW•G supports Sourcewell members is to enhance user experience through our close OEM relationships. For example, in partnership with the Cisco we recently hosted a Cisco Threat Hunting Workshop for customers in Nebraska. The workshop uncovered best practices for threat hunting, demonstrated how to incorporate threat hunting into daily workflow, and enabled participants to execute four real-world lab scenarios. And we offer device-specific support. CDW•G's Microsoft Surface Hub Deployment and Adoption Services helps customers get the most out of their investment by delivering enablement activities that cover the Surface Hub journey from unboxing and setup, all the way through targeted adoption and teamwork training for end users. These training features are often included as part of a deployment package, but do vary on a case-by-case basis. We also leverage our OEM partnerships, including Lenovo and HPI, for self-maintainer programs. Many notebook and desktop manufacturers offer options for customers' IT teams to become self-maintainers. This typically includes a short test and a fee to gain the certification. These programs allow IT staff to perform equipment repairs in-house, saving time and money. Finally, we serve Members' technology training and development needs using CDW•G partners such as Directions Training. Together we have been offering excellent information technology and professional development training for nearly ten years. Our comprehensive training has been provided to many large commercial and government organizations, to include the City of Chicago, Ingredion Corporation, AutoNation, Kimberly-Clark, and multiple branches within the US Department of Defense. Trainings include custom fit solutions for all major technology categories, in addition to technical training programs for Microsoft, Cisco, Citrix, CompTIA, VMWare and many others. Our professional development sessions help private and government employees enhance their skills in communication, public speaking and presentations, project management, and more. This training also includes flexible options, state-of-the-art delivery, dynamic leadership, and an infallible dedication to students. Students can attend live, instructor-led training at multiple learning centers located across the country, virtually from the comfort of their home or office, or we are able to provide certified staff to conduct onsite training at a local facility. Additionally, Members have the ability to work with their dedicated CDW•G account manager to create a custom course at the time of your choosing or select from an array of times and dates for virtual training that are offered on a regular basis to many of our customers nationwide.</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>As a leader in technology solutions, we witness the "The Law of Accelerating Returns" in real-time. And while we're always looking for a partner to nerd out with on the latest tech (how about Tello, this terrific drone made by DJI that helps teach STEAM in schools to the next generation of programmers; check it out here: <a href="https://www.cdw.com/product/dji-tello-edu-720p-hd-programmable-drone/5557972">https://www.cdw.com/product/dji-tello-edu-720p-hd-programmable-drone/5557972</a>), we also know there's so much else for Sourcewell and its members to do in serving the public interest. That is why Sourcewell's ideal partner will need to have its ear to the ground to be aware of all technological advances and cool new products that are out there, and also the practical understanding of how they benefit Sourcewell members.</p> <p>Here are a few select technology advances in CDW•G's catalog and how they benefit Sourcewell members:</p> <p>VR</p> <p>VR (Virtual Reality) at CDW•G has evolved quickly to keep pace with this rapidly changing market in order to provide the most current and up to date technology available today. VR is being used as a training application for Sourcewell members charged with educating and keeping us safe and healthy. In education, VR is used to engage children by taking them on an exploration or showing content in 3d with animations. Law enforcement uses VR in training to increase empathy in officers. Military applications are providing safer ways to train troops in a variety of situations. And this immersive technology is rapidly finding new use cases in medicine for evaluating tumors in 3d and even performing surgeries remotely.</p> <p>CDW Blueprint to Design™</p> <p>We offer a value-added modern learning environment design service to help make sure educators' technology investments work together for a full learning experience. Our design service includes classrooms, media centers, cafeteriums, and STEM/STEAM labs, and comes from our experts in classroom and spatial design. Since it began in September 2017, CDW Blueprint to Design™ service has had more nearly 800 K-12 and Higher Education institutions sign up for the value-added service</p>



while delivering approximately 450 completed design packages for our customers.

#### Drones

Sourcwell members in law enforcement, education, and federal government can benefit from CDW•G's drone solutions, along with high tech imaging solutions such as thermal, recognition and infrared. We recently saved a large railroad customer time and money by replacing their manual approach of photographing miles and miles of railroad track by horseback (really, still horseback!) with a drone technology solution.

Cloud In the classroom, the right cloud solution can improve innovation. Out of the classroom, the right cloud solution can deliver cost savings, enhanced performance, and, if deployed effectively, increased security. A recent survey showed 59% of IT professionals say they would make more use of cloud, but the complexity is holding them back. CDW•G's cloud experts help customers understand and efficiently procure this elusive technology by answering such questions as: What are we buying? Where is our data going? How is it helping us? CDW•G currently partners with more than 150 cloud providers to deliver SaaS, IaaS, and PaaS solutions. And if those acronyms seem a little odd or unfamiliar, we've got that covered, too. Our expert cloud team, nearly a decade old, includes solution specialists to explain how cloud works, and assess the benefits and risks of each solution for Sourcwell members' particular needs and environments. Additionally, to make sure we are keeping up on "The Law of Accelerating Returns," CDW•G has resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with the feedback customers provide to stay ahead of the curve on emerging technologies. Our OEM partners recognize us as a trusted partner when it comes to innovation. VMware recently awarded us with a Partner Innovation Award for the Empower Digital Workspace global award.

We ensure we offer state of the art technologies, and that we also vet the benefits and the risks of new solutions, and their operability in the Member's environment. CDW•G has several forums and encourages customers to share knowledge and best practices regarding the solutions we provide. The CDW Customer Advisory Board is a private, online community where we research IT topics and find out about technology usage to aide in marketing material development. These community members do engage with one another on relevant topics that they face in their environments. Sourcwell members have the opportunity to join this community if they desire. Highlights of the Customer Advisory Board include:

- 1,250 customers in a variety of industries
  - Members are primarily: IT Managers, IT Directors, IT Executives/C-Level
  - Weekly Topics include: IT Spending budgets, Tech conferences, Customer service, Social Media, Green
- The following are various other forums in which customers review CDW•G solutions and
- LinkedIn: <https://www.linkedin.com/company/cdw>
  - Facebook: <https://www.facebook.com/CDWCorporation/>
  - Spiceworks: <http://community.spiceworks.com/pages/CDW>
  - Twitter: <https://twitter.com/CDWCorp>
  - YouTube: <https://www.youtube.com/user/CDWPeopleWhoGetIT>

<https://www.youtube.com/user/CDWTEchvision>

- Reviews on CDW.com: [http://www.cdw.com/content/about/cdwreviews.aspx?cm\\_sp=Footer\\_-\\_](http://www.cdw.com/content/about/cdwreviews.aspx?cm_sp=Footer_-_HowWeDolt_-_Customer+Reviews)

HowWeDolt\_-\_Customer+Reviews As a testament to our efforts, we are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to ensure their products are market-ready, prior to their public release. For example, CDW•G participates in the majority of Microsoft Rapid Deployment Programs (RDPs) and Technology Adoption Programs (TAPs). This early exposure to Microsoft solutions enables us to bring solutions to our customers in a timely fashion and ensures successful implementations. And CDW•G was one of two partners worldwide who participated in the Early Field Trial (EFT) of Cisco's UC 8.0 rollout. We were developing on the software nine months prior to public release. When 8.0 was released to the public, all CDW•G engineers were already trained to deploy the solution and were familiar with known differences from prior versions. Added to our OEM expertise and advanced solutions, CDW Technology Support is our branded offering backed by the OEM collaborative warranty support service. CDW•G will take the first call for Members to help resolve their issue and, if needed, provide an engineer onsite to perform a hardware replacement. If escalation to the OEM is required, CDW•G will do that on the Member's behalf. Because of CDW•G's depth and breadth of expertise, in the case of a Cisco solution, we are able to get a top-level TAC engineer more quickly than a Member can, resulting in quicker incident resolution.

For more information, please see our Additional Documentation uploads.

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>As an IT reseller we do not build the products we sell (though we make green technology solutions clearer, and for more information on this please see our response to Question 39). We do recognize our part in responsible environmental management and conservation of resources. One of the ways we demonstrate our commitment to environmental management and the principles of sustainable development is through our beGreen program. The beGreen program, which has been around more than 10 years, provides CDW•G coworkers with a platform to reduce, reuse and recycle in an effort to make our operations leaner, more efficient, and more environmentally responsible. We continually develop these efforts to comply with ISO 14001 standards.</p> <p>Since we kicked off beGreen, CDW•G has seen overwhelming coworker participation. Coworkers have the improved environmental efficiency led to these two actions: 1. Our Las Vegas Distribution center has 2. Our Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment. beGreen is a consideration in everything we do. Our downtown Chicago office is moving in the next few years to accommodate our growing company. Similar to the products we sell, we don't build the buildings we work in. But we do recognize our part in environmental responsibility and that is why we our future office location is LEED certified for its design and construction. Select beGreen program highlights are below. For our full environmental policy and commitment, please see "CDW•G Commitment to the Environment 2019" in the Additional Documentation uploads section. ISO 14001:2015 Certification CDW•G's distribution centers are ISO 14001 certified, which is the internal standard for environmental management systems. This certification has been awarded to CDW•G's distribution centers located in Vernon Hills, IL, and North Las Vegas, NV.</p> <p>Sustainability at CDW Lighting &amp; Energy Management. Our offices and Distribution Centers are outfitted w waste power after hours.</p> <p>Eco-friendly Alternatives. Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment.</p> <p>Coworker Engagements. CDW•G Illinois locations are past winners of the Illinois Governor's Sustainability Award, recognizing private and public Illinois organizations who have implemented outstanding and innovative sustainable techniques or technologies, demonstrating a commitment to sustaining our environmental, social and economic health.</p> <p>Recycling Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, y from a peak of three times a week to only twice a year. Packaging and Transportation Over 95% of o manufacturer packaging, instead of being repackaged in new boxes. We have also redesigned our box e maximize the amount of product put into each box.</p>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Sourcwell members in the public sector have a responsibility to procure sustainably. As stated in Question 38, none of the products we sell are manufactured by CDW•G. Which is a benefit to Sourcwell members. This allows us to be more objective about what's right for each Member's initiatives. Since green products, energy efficiency, life-cycle design, and other sustainability factors are important to Sourcwell members, our account managers compare the various OEMs we sell and determine equipment and products that support their goals. We do try to help where we can. For example, though CDW•G has our own internal policies regarding recycling, we do not take back old equipment from customers. However, we can direct Sourcwell members to trade-in and asset disposal programs through partners to help properly dispose of or recycle hardware.</p> <p>These are some of the programs we offer Sourcwell members:</p> <ul style="list-style-type: none"> <li>- NEC Program: <a href="https://www.necdisplay.com/communications/0418_TradeIn_TradeUp_Program.html">https://www.necdisplay.com/communications/0418_TradeIn_TradeUp_Program.html</a></li> <li>- Panasonic: <a href="http://panasonic.anythingit.com/">http://panasonic.anythingit.com/</a></li> <li>- ClearCube: <a href="https://www.clearcube.com/upgrade">https://www.clearcube.com/upgrade</a></li> <li>- PlanITROI: <a href="https://planitroi.com/">https://planitroi.com/</a></li> </ul>

<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Sourcewell members in the public sector promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and woman-owned, small business, veteran-owned businesses, and LGBT-owned businesses. Sourcewell's ideal partner on this contract will empower all types of diverse suppliers in the marketplace, not just one or two.</p> <p>CDW•G does not hold any WMBE, SBE, or veteran-owned business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. By not being a diverse prime, we have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to the Sourcewell opportunity. That's part of the CDW Experience. Through data extracted from the BLS Quarterly Census of Employment and Wages, we estimate the economic impact from our U.S. supply chain supported over 6,800 Diverse and 3,600 Diverse Small Business Enterprise American jobs in 2018. Also, in our experience customer diversity initiatives are not always met by one or two specific certifications. Each customer has different goals and CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications:</p> <ul style="list-style-type: none"> <li>- Minority Business Enterprise (MBE)</li> <li>- Women Business Enterprise (WBE)</li> <li>- Lesbian Gay Bisexual Transsexual Business (LGBT)</li> <li>- Veteran Business Enterprise (VBE)</li> <li>- Disability Business (USBLN)</li> <li>- Women Owned Small Business (WOSB)</li> <li>- Small Disadvantaged Business (SDB)</li> <li>- Veteran-Service Disabled Veteran</li> <li>- Small Business</li> </ul> <p>HUBZone We launched our Supplier Diversity program over a decade ago. Our leader in Supplier Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2019. Kristin and CDW•G coworkers participate in workshops designed to help diverse suppliers learn about contracting opportunities. Recently they attended an event with the City of New York that attracted over 60 diverse suppliers. In recent years, CDW•G has seen continued increases in diverse spend since the program's inception. 2018 overall reported diversity spend exceeded \$2B, equating to 12% of our organization total spend with suppliers. In the same year, we were named a Finalist by the National Minority Supplier Development Council for Corporation of the Year. In 2019, we were named US Veterans Magazine Best of the Best Supplier Diversity Program. Please see a letter of recommendation from QnA Tech, a small minority owned firm focusing on IT solutions, as further, real-world evidence of our commitment to working with diverse suppliers.</p> <p>CDW•G can offer Sourcewell members partnerships in one of two ways: The Tier I Program</p> <p>CDW is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spend goes directly to the diverse firm. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW. Our growing list of suppliers means that customers can count on CDW to deliver against their diversity spending targets. CDW has also partnered with MBE/WBE leasing companies that can support customers' Tier I spend requirements.</p> <p>The Tier II Program In an effort to foster even more opportunities for small, diverse businesses, CDW launched a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution and logistics partners. The program's goal is simple: to further opportunities for competitive diverse companies to supply goods and services to CDW and deliver them to our customers. CDW also provides Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW purchased from diverse suppliers, all items that our customers purchased from CDW, and all items that CDW purchased from diverse suppliers to fulfill customer orders directly.</p> <p>One more important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, the National Veteran Owned Business Association, and the National Gay &amp; Lesbian Chamber of Commerce. Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.</p>
<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>When Sourcewell evaluates vendors for this next Technology Solutions Catalog contract, we suspect many of the product and services catalogs will overlap. That's life at the top of the IT solutions market, we suppose. But how many of these vendors can stand apart and point to unique solutions? Unique in the true sense of the word. CDW•G stands apart with the following unique attributes we offer Sourcewell members: Sales Support CDW•G's Sales Academy equips new sales coworkers with the skills and knowledge necessary to be effective, successful, and consultative extensions of your IT staff. The Sales Academy is a five-and-a-half-month curriculum for Public sector, Corporate, and Small Business sales account representatives consisting of three phases: Phase I: offers a classroom environment focused on immersing account representatives into the CDW•G culture, systems, technology and professional selling skills Phase II: provides an opportunity for account representatives to immerse themselves into CDW•G segment specific training as well as practice their skills. Phase III: account representatives work with CDW•G customers while continuing their development with dedicated coaching and trainings from a top performing sales leadership and coaching team</p>

Our experiential learning curriculum uses a complete blended delivery model including classroom activities, eLearnings, one-on-one coaching and roundtables, and the Sales Academy delivers that and more. Sales team shadowing and real-world assignments prepare account representatives for the reality of day one on-the-job. In addition, account representatives are provided cutting-edge resources such as a searchable online help tool. CDW•G has implemented a measurement strategy to ensure that any account representative graduating from the Sales Academy is able to perform job tasks and responsibilities skillfully. This strategy includes exercises, assessments, and tests. Throughout each phase of the Sales Academy, account representatives are coached to understand and address the unique challenges within their focus segment: K12, Higher Education, State & Local Government, or Federal Government. We understand that each customer and segment are unique and feel that our training should mirror those nuances. All of these components—technology training, system training, on-the-job immersion, and segment focused coaching—combine to create an onboarding experience for new account managers that has the right balance of technology acumen and real-world skill development and practice. Our goal is that each account representative is able to serve as a valuable asset to our customers—helping them to address their challenges and meet their goals through technology. Our salesforce is trained to understand and support the broad portfolio of products and solutions that CDW•G offers. We also understand our customers' need for deep expertise on particular products and solutions. That is why our account teams are supported by a large team of more than 100 presales systems engineers, both CDW•G-badged and vendor-funded positions, who provide presales support for specific lines of business and particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance. Your account representative will still serve as your main point of contact and quarterback the project to make sure that the process is simple and seamless for members.

#### E-Rate

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over 14,000 E-Rate projects totaling over \$200M in total internet connectivity solutions to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we ensure our E-Rate customers have a collaborative and positive experience when working with us on their E-Rate projects, including our dedicated E-Rate invoice team who ensures expert handling of both BEAR and SPI E-Rate invoicing. Mark Ellis, Manager, Program Management, David White, Program Manager, and Amy Passow, E-Rate Specialist, offer schools their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. David prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete. Amy advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Amy assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

eSports We know the world of eSports is growing fast. The estimated annual total revenue that will be generated by the eSports industry is expected to reach \$1.5 billion by 2018. CDW•G has extensive experience with gaming laptops and desktops, gaming monitors, mice and keyboards, gaming headsets, graphics cards, and furniture. We feature key manufacturers for this burgeoning industry such as iBuyPower, Logitech G, Micro-Star International (MSI), PNY.

Public Safety In 2007, CDW•G's Public Safety Team was chartered with the mission of aligning the IT industry around the unique challenges of law enforcement, fire, and emergency medical customers. We are proud of its history within the public safety community and long-standing relationships achieved through partnership, membership, leadership and sponsorship with local, regional and national associations. CDW•G participates in public safety focused conferences and events, helps deliver training and education, and works together with organizations including the International Association of Chiefs of Police (IACP), the International Association of Fire Chiefs (IAFC), and the National Sheriffs Association (NSA). Our relationships and targeted expertise afford us with a unique platform to expand Sourcewell's reach into previously untapped markets.

One such relationship is with the National Sheriffs' Association (NSA) that support over 3,100 Sheriffs offices nationally. In 2018, NSA wanted to provide an on-line marketplace portal for everyday goods and services to its members. They solicited the industry to develop the portal, and selected LESupplyPro (LESP), a law enforcement focused cooperative, as a partner, and began development of the marketplace. While working with NSA, the CDW•G Public Safety team noticed there was no technology category in the NSA-LESP portal offering. The team was able to educate NSA on the value and benefits of the Sourcewell agreement, and through these efforts, NSA and LESP named CDW•G as the exclusive technology partner on their NSA-LESP contract. This customized Sourcewell agreement has expanded Sourcewell adoption and membership into a new market while also providing a tailored contract structure that gives back to local law enforcement agencies and helps them further support their mission—serving and protecting citizens. Looking forward, CDW•G envisions continuing to increase the number of members accessing Sourcewell's CDW•G contract by using our unparalleled reach and segment focus to penetrate new markets and maximize Sourcewell's overall contract adoption.

#### K-12 Education Strategy Team

In response to the increasing complexities that schools face scaling digital learning, CDW•G has

		<p>created a K-12 specific Education Team made of former educators and experts.</p> <p>Collective Previous Experience</p> <ul style="list-style-type: none"> <li>- Chief Information Officer</li> <li>- Certified Project Management Professional</li> <li>- Google Certified Innovator and Trainers</li> <li>- Google Certified Level 1 &amp; 2 Educators</li> <li>- Google Apps Certified Administrator</li> <li>- Google Apps Certified Deployment Specialist</li> <li>- Teacher of the Year</li> <li>- Instructional Technologist</li> <li>- Learning Environment Advisor</li> <li>- Microsoft Innovative Educator Trainer</li> <li>- Microsoft Expert Educator</li> <li>- Classroom Teacher</li> <li>- District Superintendent</li> <li>- Developmental Reading Specialist</li> </ul> <p>Our K-12 strategy team analyzes research from multiple experts in the education technology industry such as ISTE, CoSN, Future Ready Schools and the 1:1 Institute (The Project Red Report) in order to develop an internal tool for guiding school districts through curriculum, professional development and device implementations. On a recent past project CDW•G assisted an eastern school district with setting up a STEM Academy for the following school year—resources, materials, products, lesson resources. As a no-cost program, Sourcewell CDW•G saved the district between \$2,000-4,000.</p>
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>CDW's significant presence in Canada, detailed in Question 25, allows us to focus on providing products, services, and local support to our Canada customers. CDW has a large Product &amp; Marketing organization in Canada. This team comprises mainly Partner Managers, who support 1000+ vendor relationships, including their new technology launches and associated promotions. We have coworkers dedicated to meeting with, evaluating, and onboarding new Sourcewell members. Similar to in the United States, we also have onsite vendor specialists for larger partners such as Adobe, Cisco, HPI, HPE, Lenovo, Microsoft, and more.</p> <p>Our business model in Canada provides exceptional product availability and quick turnaround from the largest inventories of top brand-name manufacturers in the industry. We attribute this to our strategic relationships with the industry's top distributors. There are several main distribution partners in Canada, including Tech Data and Ingram Micro, all of which CDW Canada has a direct line of communication with through a dedicated CDW resource. CDW Canada strives to ship all in-stock, credit approved, non-configured orders within 24 business hours of P.O. receipt. Historically, our same-day order fill rate has been 97%-99%.</p> <p>Our recent acquisition of Scalar Decisions Inc., one of Canada's largest technology solutions providers, enhances the value that we deliver in Canada in the following areas: professional services, security, infrastructure, and cloud technology.</p>

**Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
43	<p>Do your warranties cover all products, parts, and labor?</p>	<p>CDW•G does not manufacture products, but Sourcewell members' IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on <a href="http://www.cdwg.com">www.cdwg.com</a> or available through members' dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet members' needs. In order to understand all of our best-value options, we recommend members work with their trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance. For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Sourcewell members when left to manage this part of the technology lifecycle on their own. Imagine for a minute Sourcewell members with small IT staffs left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage for members bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. Please refer to our document upload in this section for more information on Maintenance Contracts.</p>

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Rather than imposing usage restrictions or other limitations on our warranty services, CDW•G enhances coverage options for Sourcewell members through our warranty extensions and uplifts. As stated in Question 43, our experience is that many customers choose the standard OEM warranty for their purchase. Which is fine. In instances where the OEM warranty isn't sufficient, CDW•G offers competitive solutions to augment the OEM's warranty to minimize risk and ensure ongoing performance.</p> <p>Included in our portfolio:</p> <ul style="list-style-type: none"> <li>- Warranty extensions and upgrades</li> <li>- Post warranty support</li> <li>- Accidental damage protection</li> <li>- Maintenance Contracts</li> <li>- Post-sale technical support</li> <li>- Product and certification training</li> <li>- Onsite repair</li> <li>- Help desk services</li> </ul> <p>Additionally, understanding best-value procurement does not stop at the sale, CDW•G keeps the communications lines open with our customers to be sure the warranties they hold continue to meet their needs. For instance, shortly after award on a U.S. Marine Corps (USMC) BPA, CDW•G recognized the warranty provided was not offering the level of service required for USMC. We replaced this warranty without any impact to the customer, indicative of the reliability of our quality approach and our focus on upholding our commitments.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Some do and others do not; it depends on the warranty coverage selected. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote. Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. However, in our experience SOW-based services are not typically warrantied.</p>
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	<p>As mentioned, it depends on the warranty coverage selected. In most cases, warranty support is fulfilled directly by the manufacturer and coverage will vary on a case-by-case basis. Where Sourcewell members opt to enhance the standard manufacturer warranty, we have access to certified technician resources through in-house technicians and strategic local partnerships that cover the United States and Canada. We will work with Sourcewell members to identify the best-value solution. Response times and SLAs can vary by location. A commitment we make to Members is that they will always know what they are buying and have clear instructions on the coverage and how to activate warranty claims, whether they be on-site, depot repair or mail-back programs, we believe in complete transparency of the service.</p>
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>In those instances where Sourcewell members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs.</p> <p>In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience.</p>



48	What are your proposed exchange and return programs and policies?	<p>Should Sourcewell members need an exchange or return, CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. All products must be returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days. For returns initiated after 30 days, fees may apply. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or they can request a check be sent to them. For full information on our return programs and policies, see CDW's full Product Return Policy at the following link: <a href="https://webojects.cdw.com/webojects/docs/PDFs/Return_Policy.pdf">https://webojects.cdw.com/webojects/docs/PDFs/Return_Policy.pdf</a> For all questions, issues, and concerns, Sourcewell members' CDW•G account manager continue to be at the center of the customer service and support experience. By contacting their account manager to initiate the return process, Sourcewell members will receive individualized support that ensures the best outcome. CDW•G account managers—and our customer support teams—facilitate and track all returns. These coworkers deal with RMAs on a daily basis. And when returns cannot be made to CDW, Members in need of advocacy with manufacturers regarding exchanges, returns, or any aspect of their IT investment can count on their CDW•G account manager to advocate for them with the OEM. CDW•G also offers Customer Relations service at 866-SVC-4CDW or via email at <a href="mailto:customerrelationsreturns@cdw.com">customerrelationsreturns@cdw.com</a> for customers to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. Added to our programs and policies, Sourcewell members can trust that they are receiving the approved OEM warranty with each purchase through CDW•G's secure supply chain. 99% of our products come from authorized sources, with the other 1% customer requested sources. Once products are received at our distribution center they are investigated and tracked according to the return merchandise authorization number assigned to each order. The end user/customer is then notified that receipt has been confirmed. All of CDW•G's shipping and quality processes are based on the ISO 9001:2008 certification standards.</p>
49	Describe any service contract options for the items included in your proposal.	<p>In addition to services included with purchase, Sourcewell members may choose from a range of service options available through CDW•G (fees may apply), including the following:</p> <ul style="list-style-type: none"> <li>- We offer a collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell members' software, licensing and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the members' behalf.</li> <li>- We offer through our strategic partners an extended service/help desk, where a phone number is provided and we can take calls and provide support. This option is useful for Members who may not have a robust IT support program and seek a 3rd party solution.</li> <li>- We offer tech support (U.S.-based help) for five years from purchase through either phone or chat (M-F, 7am-6pm CT), or email (reply within 24 hours).</li> <li>- We offer CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners.</li> <li>- We offer Cisco SMARTnet Service, an award-winning technical support service that give members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 50 specialists with years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools. And CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist Team.</li> <li>- We offer a Software Asset Management (SAM) solution powered by Snow Software hosted in our cloud through a subscription. This productivity enhancing tool is an advanced and user-friendly SAM solution that empowers customers to reduce their licensing expenditure while mitigating the various compliance risks associated with the administration of software agreements.</li> </ul>

**Payment Terms and Financing Options**

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

<p>51</p>	<p>Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?</p>	<p>Yes, Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. For example: Apple Financial Services almost always makes sense for Apple products. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps: 1. An initial discovery session to understand member goals, requirements, and budget 2. An assessment review of members' existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future design, and proof of concept 4. Procurement, configuration, and deployment of the final solution Our diverse portfolio offers Sourcewell members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work to set that partner up. For example, we have partnered with National Cooperative Leasing (NCL) by onboarding them as a leasing option for our Sourcewell members and continue to develop this partnership. We have begun the plans of putting together a Leasing Planning Meeting strategy for our customers asking for leasing in relation to this Sourcewell agreement. Sourcewell members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.</p>
<p>52</p>	<p>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.</p>	<p>Sourcewell's 50,000 members are a diverse bunch and should be able to procure IT in the way that suits them individually. As part of the CDW Experience, we strive to make this possible. Members can place an order through the custom premium contract page we set up unique to each Member organization; Members can place an order through their account center feature at <a href="http://www.cdwg.com">www.cdwg.com</a>; or, because we know IT can get a little complex at times and it may seem we have a bajillion options, Members can pick up the phone and dial their dedicated account manager, who is always happy to chat and place an order that way. There are benefits to each method. For example, in Members' premium page, they will see the contract price in real-time as it takes into account market discounts and other factors. For online ordering, we can set up a demonstration to make sure that Members are familiar with the functions and benefits of their customized system. By placing a phone call, Members can bounce their needs, wish lists, concerns, or heck, even ideas for a home improvement project off their dedicated account manager trained in CDW•G's products and services. Once the order is placed through any of the above methods, it goes through a number of quality control steps to ensure what's received is what was ordered. First, the order is reviewed for accuracy by Members' CDW•G account team. Once confirmed, it is sent to our Credit Department for approval and credit-release. The member will receive immediate confirmation via email. In addition, real-time order status information is available 24 hours a day on Members' CDW•G Account Center. The order status feature enables Sourcewell members to sort orders by status: open, completed, backordered, and cancelled. After the order is credit-released, it is sent to the Purchasing Department to have the product pulled from stock, or, if the Member has a Staging Agreement or planned roll-out, it comes from the Members' dedicated inventory. Members benefit from the fact that CDW•G has two strategically-</p>



		<p>located distribution centers that hold \$220M of inventory, on average. At any given time, we maintain 1-4 weeks of stock supply ensuring items are consistently in stock for rapid deployment.</p> <p>CDW•G's distribution centers are designed for continuous commitment to accuracy, quality, and speed. Each step in the product movement process is verified with a barcode scan, from receiving through shipping. We ship 40,000 to 50,000 boxes per day depending on the time of year. Our facilities have multiple levels of storage, miles of high-speed conveyors and sorters, UPC bar code scanning, product serial number capture, and—well, so this is one of those times where things in the technology procurement process get a little complex. Should we just leave it at our shipment accuracy rounds up to 100%? Or, we invite you to take our nifty virtual tour:</p> <p><a href="https://www.cdw.com/webcontent/hubs/services/CDW_DistributionOverview_g.html">https://www.cdw.com/webcontent/hubs/services/CDW_DistributionOverview_g.html</a></p> <p>As one of the largest direct marketing resellers in the U.S., CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have onsite employees at our distribution centers, individuals with a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options. We also have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products.</p> <p>For orders using the Sourcwell contract's terms and conditions, the Sourcwell contract is identified at the line item level or on the Statement of Work, and this triggers our Contract Editor system (Please see our response to Question 63) to ensure the sale is captured as a contract sale and our internal controls go to work. The Sourcwell Member receives invoice detailing Sourcwell contract has been used and this leads into reporting.</p> <p>For managing the contract and providing quarterly sales reports, Sourcwell handles the post- award process. Other companies often leave contract management to the outside of the scope of the RFP erroneously being purchased through this contract. The reports that our contract management professionals currently generate run the gamut from quarterly sales reports for Sourcwell to highly manual, daily federal reports. We have been sending these for the past 20-some quarters on the current contract, and are available to meet with Sourcwell to review any details and answer questions, as needed. Sourcwell and its members will continue to benefit from CDW•G's exacting, on-time reporting standards.</p> <p>CDW•G will not be using a dealer network as part of our response.</p>
53	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell Members for using this process?</p>	<p>Yes, Sourcwell members can use P-cards in both eProcurement and non-eProcurement orders. There is no additional cost for using this process. However, Members who opt for payment terms (e.g. Net 30) are not then allowed to settle terms by invoice with a P-card. As an added capability at no additional cost, CDW•G is capable of providing level 3 information on P-Cards for Visa, MasterCard or American Express. This service provides line item detail remittance of the transaction on member cardholders' statements. Level 3 allows the member agency to track expenses and to ensure that the products purchased on its card were in fact legitimate purchases.</p>

**Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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<p>54</p>	<p>Describe your pricing model (e.g., line-item discounts or product-categories materials (if applicable) in the document upload section of your response</p>	<p>To ensure Sourcewell Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified model that Sourcewell members are familiar with on the current contract: Percentage discount off CDW•G Nationally Advertised Price (Advertised) for technology products and services categories, available at <a href="http://www.cdwg.com">www.cdwg.com</a> We believe the best solutions are simple to price, simple to sell, and simple to implement. Though Sourcewell members will be able to choose from over 100,000-strong technology product catalog, CDW•G makes understanding the discount and pricing Members will receive simplified by organizing our diverse catalog into 25 commonly recognized item categories: Accessories, Power, Cooling &amp; Racks, Desktop Computers, Data Storage/Drives, Enterprise Storage, Point of Sale/Data Capture, Servers &amp; Server Management, Notebook/Mobile Devices, NetComm Products, Carts and Furniture, Printing &amp; Document Scanning, Services (Partner Delivered), Software, Collaboration Hardware, Video &amp; Audio, Cables, Warranties-Product Protection, Video Hardware, Interactive Whiteboards, Interactive Flat Panel Display, Chromebooks, Google Chrome Management SaaS, Apple products, and Amazon Web Services. Special pricing and extra discounts we have secured through our close OEM partnerships are reflected in the percentage discounts calculated off Advertised. CDW•G publishes, maintains, and provides access to Advertised at <a href="http://www.cdwg.com">www.cdwg.com</a> as we do for other large-scale contracts and all of the open market business we transact. While we've seen some public sector customers prefer to use a discount off MSRP (Manufacturer's Suggested Retail Pricelists), the unique cost-savings Sourcewell members have come to expect from the current contract cannot be realized on the next contract with that type of structure. Using Advertised allows members to realize greater cost-savings due to a better dynamic price baseline driven by current market conditions and pricing trends. In general, there is a downward trend in IT hardware and software cost over time, and CDW•G's Advertised is benchmarked against current market demand as well as live pricing on our competitor's websites; it is then adjusted to remain competitive in the marketplace. One of the benefits of using CDW•G's Advertised is that it is available 24/7, and Sourcewell members can feel confident that pricing is both up-to-date and competitive, rather than a static number that does not accurately reflect the true market. A well-recognized example of volatility is when a new iPhone releases for \$699 and the one bought just yesterday suddenly drops in value from \$399 to \$99. A number of unique factors contribute to CDW•G's ability in setting a competitive price point:                  Volume CDW•G processes one order transaction nearly every three seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, and CDW•G's staff of pricing specialists and Product Management teams adjust accordingly.                  Sales Data Our sales systems show ordering trends by product, indicating slow evaluate our prices.                  Supplier Relationship CDW•G's strong supplier relationships provide aggressive pricing and forward-looking analysis. Our relationships with multiple providers give us a real-time look at 'alternate path' pricing. CDW•G's Advertised tracks and adjusts the prices on a large set of products on a weekly basis.                  Competitive Price Analysis Sourcewell can trust that contract pricing is competitive with other large-scale contracts. As stated above, by tying your discounts to the CDW•G's Advertised reference point, we ensure real-time competitive pricing for purchases over the life of the agreement. All of the products we expect Sourcewell to consider as part of this offer can be found at <a href="http://www.cdwg.com/sourcewell">www.cdwg.com/sourcewell</a>.                  Additionally, we have provided sales for Sourcewell members in Canada through our CDW Canada affiliate. The discounts are off CDW Canada Advertised price and are quoted in local currency (CAD). Categories of Canadian catalog are similar though not identical. Please refer to our Canadian pricing offer in the required Pricing document uploads for more information.</p>
<p>55</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>CDW•G: 0% to 13% Discount off Advertised Price CDW Canada: 0% to 7.75% Discount off Advertised Price</p>

56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Sourcwell prices and percentage off discounts listed in our proposal are the ceiling price at QTY 1. It is our experience, both on the Sourcwell contract and across the broader scope of our business, that few purchases are made for QTY 1 and that often we can share additional discounts with customers through our close relationships with key OEMs. On the current contract, we advocated for Sourcwell members and secured volume discounts on a number of OEMs, including HP and Nutanix. By purchasing in volume or as part of a larger project, approximately 20% of Members enjoyed discounts between 10-20% below the contract ceiling price throughout 2018. Additionally, CDW•G maintains our two distribution facilities with over one million square feet of inventory space available. While our competition tries to paint these facilities as an unnecessary expense, they miss out on one of the key benefits of our model. CDW•G can regularly take action on strategic buy-in programs offered by distributors and OEMs as they feel pressure of product accumulating in their supply chain or need to attain a certain sales threshold for a financial milestone, such as their end-of-quarter or fiscal year. When these opportunities arise, CDW•G has adequate space available to buy in hundreds of units at a reduced cost—and we choose to blend that cost with the general inventory, driving down prices for Sourcwell members in the process. And let us say the ways and means of discount/rebate programs offered from competing vendors on this contract will certainly all sound appealing. But take note that without a team dedicated to tracking and managing purchases, and applying those special discounts appropriately, any resulting oversights will be as inexcusable as letting a puck slip through the five-hole. As part of the CDW Experience, we have a team of program management professionals, including a contract manager and contract analyst dedicated to Sourcwell, who ensure that Sourcwell members receive all program benefits.</p>
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Due to our routine partner reviews, we rarely run into having to onboard new vendors or products for specific requests. When we do, our scrupulous process ensures that new partners work with us in delivering the CDW Experience. This process features collaboration with customers, sales teams, distribution coworkers, internal analysts, Product and Partner Management teams, and our legal department. Again, this is one of those components of technology procurement that is extremely complex behind the curtain, but for Sourcwell members the benefit of working with CDW•G is simple: security. When sourced products or related services are needed, CDW•G can easily facilitate this process for Sourcwell members. In instances where an entirely new product or related service becomes available through our catalog, such as when we began selling AWS on the current contract, our Program Management team works with Sourcwell to add it to the contract at a reasonable percentage discount for Members, taking into account relative category discounts already established on the contract. As for facilitating related services, CDW•G has the resources to develop and deliver services that require nonstandard options, or unique scopes of work, pricing and specific terms. We work with our solution architects and partners to create these project scopes and provide a wide range of services. We then have a team of service contract specialists and service contract negotiators dedicated to drafting, editing, reviewing, and negotiating service contracts to meet the specific needs of our customers. In addition, CDW•G has legal resources to negotiate customer-specific terms and project-specific terms for our customers. The contracts team handles service contracts from initial drafting to full execution of a statement of work, ensuring the Sourcwell members' experience is streamlined and services can begin in a timely manner.</p>
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>All costs to serve Sourcwell members are included in the pricing. Services are quotes as designed by the Member and may include training or implementation costs, which are included at the time of quote and never 'tacked on' after purchase.</p>
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Free ground shipping is for the cheapest ground option. For all other options, we offer Members a freight difference option. An example of this is our Discounted Overnight Shipping program. Members can elect a faster delivery method and receive a discount from our standard overnight price equivalent to the standard ground shipping benefit they would have received for the same items. For example, if standard ground freight would have cost \$10 and the 2-day air option costs \$25, then the Member is asked to pay \$15 for 2-day air – the difference. In this methodology, the Member retains the benefit of the 'free ground' consideration.</p>

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Sourcewell members placing orders in Alaska and Hawaii, freight options are Ground, Express, and Priority, though these options can vary depending on shipping address. Once an order is entered all available options to that shipping address will be shown. Specific carrier options are UPS, USPS, CEVA, and UPS Freight. Transit Time are Ground 3-5, Express 2-3 Day, Priority 1-2 Day, though these can also vary depending on when the shipments leave on the truck.</p> <p>For Sourcewell members placing orders in Canada, standard terms for Shipping are: F.O.B. Destination, Freight prepaid, and added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary and Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and Tech Data within Canada to complement our purchasing model. That's why over 95% of all credit approved, in-stock orders are shipped the same day and are received the next business day. In most instances, Sourcewell members can expect purchases to be delivered the next day or within an average of 3 days by standard ground transportation. CDW Canada through distribution partners uses UPS, Purolator, FedEx, and many other freight carriers for larger shipments.</p>
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>While most of our industry is down-sizing and drop-shipping, CDW•G maintains a unique blend of operating our own distribution centers with drop-ship capabilities, where sensible. We have distribution centers in Nevada and Illinois that are a combined 1,000,000 square feet. Though the Illinois center primarily serves the eastern United States and the North Las Vegas center the western U.S., our two distribution center model allows us to ship based on availability and at a historical accuracy of 99.7%. More than 460 distribution coworkers work a 24x5 work schedule and we have the ability to scale up during busy seasons. Our capacity to ship is at 54,000 boxes daily, though our single day record is 37,000 boxes, leaving us plenty of capacity for this growing contract. Our customers appreciate the trickle-down value these distribution centers provide, which also allow us to offer better service on imaging, staging services for large roll-outs, and White Glove Services on the millions of Chromebooks we sell each year. We provided customers, many of them Sourcewell members, over several million Chromebooks in 2018 and performed White Glove Services on upward of 30%. Where customer projects don't require configuration or custom services, our drop-ship capabilities allow us to keep costs down.</p> <p>As further evidence of the unique level of service we can deliver, CDW•G was selected to be the sole mobile device provider for the 2020 U.S. Census, scheduled to deploy nearly 500,000 devices over the life of the contract to United States Census Bureau Headquarters, Census Offices (250+), and selected 2020 Decennial Census employee homes. This year, CDW•G has successfully deployed over 65,000 devices for the project. Due to our capabilities mentioned above, we are currently delivering on orders with the same exceptional service with no disruption to our normal business.</p>

**Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	*Generally and in aggregate, the pricing to Sourcewell members is lower than that offered to other cooperatives or state purchasing departments.

**Audit and Administrative Fee**

Line Item	Question	Response *
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63

Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

With respect to CDW•G's compliance strategy, we are unique in how we approach managing and maintaining our contracts. Our process begins very early in the sales lifecycle by training our sales force on the Sourcewell agreement to make sure they are selling the right products at the right discounts for Sourcewell members. We can only imagine what a mess it would be for all parties should an uninformed seller transact, say, a 3rd party managed services deal on this Sourcewell agreement.

After a sale has gone through, rather than putting the burden of reporting and compliance checks on the sales teams like other companies, CDW•G dedicates a highly specialized Program Management team led by Mark Ellis and David White for our K-12 Education and State and Local Government contracts. Mark, David, and their team are experts in general contract management, and specialized in the Sourcewell agreement. Mark is very familiar with Sourcewell's unique place in the cooperative contract space, drawing on lessons learned and historical data dating back to CDW's first contract with Sourcewell in 2004. Mark and his team are tightly integrated into the contract requirements and how compliance matters to the Sourcewell Membership.

The next element of CDW•G's compliance process is a defined self-audit process. The Program Management team is solely responsible for ensuring that only Sourcewell members are able to access the Sourcewell agreement, utilizing the Sourcewell membership list online at <https://www.sourcewell-mn.gov/member-lookup> or via regular updates provided to CDW•G from Sourcewell's contract administrator Lindsey Meech.

Additionally, our transparent partnership with the Sourcewell membership team allows our Sourcewell program to be nimble and use real-time information to ensure members have access to the agreement to drive both sales and compliance. The CDW•G Program Management team uses a custom contract management tool called Contract Editor. Only the Program Management team has access to the tool, which streamlines the process and positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items:

- Customer access to contract
- Contract pricing
- Contract shipping commitments
- Contract fee compliance

The tool matches Sourcewell's unique contract code from a data pool of all CDW•G sales. We access this information to ensure our reports are submitted quarterly and on time, just as we've done for nearly 20 quarters on the current contract. For example, during one recent quarter, CDW•G reported \$187M total sales to a total of 6,123 individual Sourcewell members representing all of the public sector segments, as well as non-profit agencies in all 50 states. These sales included products and services sourced from 663 individual manufacturing partners. Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage a report of this size and scope with all of the necessary detail, cross referenced to Sourcewell's membership database and in compliance with all of the contract's pricing rules.

Before we submit our contract sales report to Sourcewell, the CDW•G Program Management team quality checks the report. Because we are committed to accuracy, our team goes through the entire report line-by-line to ensure membership access to the agreement, which confirms only Sourcewell members are accessing the agreement, providing any data we need to follow up on something that doesn't look right. During the recent quarter, a total of 226,639 individual notebook computers were sold during that three-month period—the report consisted of 83,000 lines, each representing an individual transaction. Good thing we hire only the biggest contract nerds out there.

This thorough review also ensures pricing is sold at or below the agreed upon contract price, the proper administrative fee is remitted to Sourcewell, and confirms all of the available value-adds we've negotiated for Sourcewell members, such as free freight on orders using the cheapest ground shipping options.

After we've submitted the report, we meet with Sourcewell to review the pricing and reporting to discuss any price discrepancies or numbers that look amiss to ensure we are meeting all of Sourcewell's requirements.

64	<p>Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>CDW•G is proposing the same general administrative fee which led to more than \$2,500,000,000 in sales over the term of the current contract: 1.00%. At CDW•G, we think simplicity and continuity is a good thing. Sourcwell and CDW•G both experienced record growth on the current contract at this administrative fee, and we expect even greater results on the next contract as our partnership grows (please see Question 9 for our expectations). For select product categories in our offer, to best meet Sourcwell member needs we propose these fees:</p> <ul style="list-style-type: none"> <li>- Software: 0.25%</li> <li>- Chromebooks: 0.00%</li> <li>- Google Chrome Management SaaS: 0.25%</li> <li>- Amazon Web Services: 0.25%</li> </ul> <p>To best serve Sourcwell's growth, we propose 1.50% for select product categories in our offer, to best meet Sourcwell's needs:</p> <ul style="list-style-type: none"> <li>- Desktop Computers: 1.00%</li> <li>- Notebook/Mobile Devices: 1.00%</li> <li>- Chromebooks: 0.00%</li> <li>- Google Chrome Management SaaS: 0.00%</li> <li>- Amazon Web Services: 0.00%</li> <li>- Microsoft Azure: 0.00%</li> <li>- Apple: 1.00%</li> </ul> <p>We are confident in our fee structure due to our track record of success, and a mutual understanding between CDW•G and Sourcwell that the highest fees don't lead to the highest growth. CDW•G has alternate cooperative contracts in our portfolio—it's worth noting any company with the resources necessary to provide on a contract of Sourcwell's size will in all likelihood hold numerous cooperatives—yet our sellers consistently choose Sourcwell because of its unique advantages: member focus, flexibility, and fair administration fees.</p>
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**Industry Specific Questions**

Line Item	Question	Response *
65	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Sourcwell needs a partner with the insight to identify internal metrics that matter, and then the discipline to track them. A representative sample of internal metrics we've found to be good indicators for a successful partnership are the following:</p> <ul style="list-style-type: none"> <li>- Customer Utilization ("spend" - breaking down by segment: State &amp; Local Government, K-12 Education, Higher Education, Federal Government)</li> <li>- Technology Category penetration</li> <li>- New members brought into contract</li> <li>- # of opportunities</li> <li>- Customer Satisfaction survey responses</li> <li>- Repeat customers</li> <li>- Customer % that grows</li> </ul> <p>As Sourcwell knows from the quarterly reports CDW•G's Program Management team sends, we can track many, many more internal metrics than this. And to make certain the internal metrics we track match up with Sourcwell's vision for success, we intend to meet upon award to set mutually agreed upon metrics/key performance indicators for the next five years.</p>
66	<p>Describe your capability to report Sourcwell member eco-labels</p>	<p>For Sourcwell members concerned with the environmental impact of their procurements, we track industry-recognized data to help them understand their footprint. Sourcwell members can receive from CDW•G both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we provide quarterly, calendar year, or fiscal year reporting, depending on members' needs. Sourcwell members with custom time-frame reporting requests typically are honored as well. As a value-add to presenting the raw data, upon request CDW•G's Program Management team will save time for members with a summary tab that provides a snapshot of their spend by EPEAT/Energy Star versus all spend, for products we have collected this information on. If Sourcwell members have further specific requests, such as category breakouts in an easy-to-read summary, CDW•G can work with them to provide that as well. Finally, CDW•G's account managers help Sourcwell members understand and meet green initiatives. Our sales force will guide Sourcwell members toward solutions with environmentally preferred attributes at the pre-sale stage, and also make this a part of quarterly business reviews so that members are aware of our green offerings.</p>



67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With new environmental legislation being proposed at all levels of government, Sourcewell members require a partner that can help them understand their purchases and remain compliant. Eco-labels, ratings, and certifications for solutions in our catalog can be found on CDW•G's website at www.cdwg.com. CDW•G can also help Sourcewell members in determining environmentally preferable solutions through a number of ways, including training our sales force on the changing requirements of environmental legislation at all government levels, and offering solutions that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE Standard for the Environmental Assessment of Personal Computer Products.
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	Any reseller that believes it has the size, resources, and capabilities to meet the high standards established in recent years on the Sourcewell contract will in all likelihood hold multiple cooperative agreements. CDW•G has partnered with multiple coops for 20 years, and we are proud to say all of our historic partners have grown. Similar to our successful approach in offering competing brands of technology, we have a well-formed group of core coop partnerships that offer different benefits to their membership base. CDW•G does its sincere best to provide clear information to customers and help them in choosing both the right technology as well as the right contract for their needs. By working with CDW•G's Program Management team who are experts on each contract, our account managers are kept up-to-date on contract benefits and requirements, along with any changes to programs, which they pass along to their customers for a complete procurement picture. Each cooperative has a unique Program Manager to avoid any conflict of interest as the team works on marketing plans together. CDW•G's organizational structure supports this contract specialization, ensuring each contract partner receives the individualized attention it deserves and that allows it to grow and be successful. Sourcewell will have two trusted members of CDW•G's Program Management team who handle all reporting, who are experts on Sourcewell's unique benefits and requirements, and are responsive to Sourcewell's needs. Our strategy is not to pit cooperatives—or technology brands for that matter—against each other, but to have individualized growth plans and objectives. After the evaluation committee has read through our proposal, we hope ours for Sourcewell is clear and inviting. Please remember, as Sourcewell's primary IT contract partner on the current Technology Solutions contract, CDW•G has furthered our history of alignment, trust, and accelerated contract adoption. Due to a disciplined organizational strategy, we have collectively grown the Sourcewell contract revenue by 44% over the last 5 years and increased the number of members accessing Sourcewell's CDW•G contract by 23%. Keeping a similar alignment in the future, we expect growth to continue from our ongoing dedication to serving Sourcewell's membership at the highest level.
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	<p>Out of respect for the Sourcewell evaluation committee's time, to allow space in your schedules Reseller CDW•G has been an Acer America Authorized Reseller for over 17 years, and is currently an Apple – Premium Corporate Reseller CDW and Apple have a very successful, established relationship.</p> <ul style="list-style-type: none"> <li>- Apple's Largest Corporate Channel Partner in the US</li> <li>- Apple's only reseller with the designation Premium Corporate Reseller We are an Authorized including mobile device management, carrier activations, and application development.</li> </ul> <p>Cisco Gold Certified Partner There is no other Cisco Gold Partner in the world that offers CDW's expertise across multiple technologies.</p> <ul style="list-style-type: none"> <li>- In 2018, CDW achieved the newest of Cisco's Master Specializations, in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification.</li> <li>- At the 2018 Cisco Partner Summit, CDW was recognized as Architectural Excellence Partner of the Year: Security. In addition to this global award, CDW received 13 geography and theater/area awards.</li> </ul> <p>Dell EMC Titanium Black Partner In 2017, Dell EMC named CDW a Titanium Black Partner, an exemplary commitment to Dell EMC.</p> <ul style="list-style-type: none"> <li>- CDW is Dell's #1 Partner Worldwide.</li> <li>- CDW is the only channel partner that stocks Dell EMC hardware.</li> <li>- CDW has dedicated Dell EMC account managers. HPE Platinum Business Partner</li> </ul> <p>CDW has had a partnership with HP/HPE for the past 30 years. CDW is an HPE Platinum Partner and was honored with Hewlett Packard Enterprise's 2016 North America Network Service Provider (NSP) Partner of the Year Award at HPE's Global Partner Conference. HP Inc. Platinum Business Partner CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. We are authorized to sell HP's full suite of products and field a large onsite team that provides expert</p>

guidance and support. Lenovo

- Largest Global Partner

CDW is Lenovo's largest Global Direct Response Channel Partner. Microsoft Gold Certified Partner CDW is a Microsoft Gold Certified Partner, #1 ranked Licensing Solution Provider (LSP) and ESA (Enterprise Software Advisor). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments. CDW ranks as Microsoft's #1 LSP in the following areas:

- CSP – Cloud Solution Provider

- Surface ADR – Authorized Device Reseller CDW is one of only a handful of Cloud Solution Providers to work with Microsoft. As a testament to our expertise and differentiation, CDW ranks as Microsoft's #1 LSP in the following areas:

- Reseller of Microsoft Cloud Solutions

- Office 365 customers deployed

- U.S. Partner in Azure

- Open Value Agreement CDW is an authorized Microsoft National Systems Integrator Partner offering award-winning services around all of Microsoft's key solution areas. CDW is one of only a handful of Cloud Solution Providers to work with Microsoft.

At the individual level, CDW•G coworkers hold nearly 6,700 technical certifications, with the highest number for leading OEMs such as Cisco, Microsoft, and Dell EMC. Cisco. CDW has over 1,700 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. We hold over 90 Cisco Expert certifications.

CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has almost 1,900 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:

- ~100 CCIE/CCDE (includes 1 Quintuple, 6 Triple, 16 Double)

- ~350 Cisco Certified Professionals (CCNP/CCDP/CCSP/CCVP/CCIP)

- ~650 Cisco Certified Associates (CCNA/CCDA)

- ~700 Cisco Certified Sales Experts  
Microsoft. As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW engagements to date.

Dell EMC. We have the following certified Dell-EMC engineers at CDW•G

- ~40 EMC certified technology architects

- ~10 Dell EMC Enterprise technical pre-sales specialists

- ~10 Dell EMC client solution specialists

- ~10 EMC certified cloud architects

- 1 EMC certified data scientist

- ~10 EMC certified implementation engineers

One of the reasons we've been so successful in receiving technical certifications and validation from our partners is through organizational investment. CDW employs a dedicated vendor accreditations coordinator (VAC) who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances department, which comprises Vendor Managers for all major hardware manufacturers including HPE/I, Dell, IBM, Lenovo, HDS, Cisco, NetApp, and EMC. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer to architect. However, we tend to exceed these. Four CCIEs are required for a company to maintain its Cisco Gold Certified Partner status. CDW has more than 10x the required number with 63 CCIEs in our company.

Each of the partner vendors has designated an Account Manager and Systems Engineer to CDW, who communicates product developments to our Vendor Managers, as well as the associated technical training courses available. Some vendors also have Partner Education Managers specializing in training and certification guidance for CDW. The Vendor Managers then work with the VAC to identify the staff impacted by the development and make bookings for training and exams.

Finally, CDW•G has coworkers that hold various levels of project management related certifications including the following.

- Certification: American Society for Quality - Certified Six Sigma Green Belt

- Certification: CCIE

- Certification: CCNP/CCDP

- Certification: Certified ScrumMaster {CSM}

- Certification: Cisco Telepresence PM Certification

- Certification: CISSP

- Certification: CSM

- Certification: CSM {Certified Scrum Master}

- Certification: ITIL Foundation

- Certification: ITIL Foundation

- Certification: ITIL Foundation



		<ul style="list-style-type: none"> <li>- Certification: ITIL Foundation, MBA</li> <li>- Certification: ITIL Practitioner</li> <li>- Certification: ITIL Service Operation</li> <li>- Certification: Lean Six Sigma Black Belt</li> <li>- Certification: Master Certificate in Project Management</li> <li>- Certification: Master of Science in Project Management</li> <li>- Certification: MBA</li> <li>- Certification: MCSE</li> <li>- Certification: PMI CAPM</li> <li>- Certification: PMI PgMP</li> <li>- Certification: PMI PMP</li> <li>- Certification: PMI-RMP</li> <li>- Certification: Project +</li> <li>- Certification: Six Sigma Yellow Belt</li> <li>- Certification: Six Sigma Black Belt</li> <li>- Certification: Six Sigma DMAIC Green Belt</li> </ul>
70	Summarize your current approach to serving Sourcewell (not-for-profit) and plans to grow utilization of your Sourcewell account.	<p>Currently, we serve Members in each vertical with a specialized sales team dedicated to similarly situated accounts (government, education, or not-for-profit) to promote familiarity with the common technology trends for each vertical as well as gain expertise in handling various regulations or contracting norms for that part of the Member base. In addition to the specialized sales team, we segment our marketing along these verticals—creating special landing pages on cdwg.com and publishing magazines for each vertical, such as <a href="http://www.EdTechMagazine.com">www.EdTechMagazine.com</a> to give focus to the discreet issues facing Members which might be solved by technology. This platform has been a valuable resource for feedback to CDW•G from the community we serve; though we obviously need to feature some advertisement to fund the investment, we try to keep that activity to a minimum to showcase the message of solutions in the forefront.</p> <p>We intend to continue our sales team segmentation approach to serving Members because it works us closer to the customer, increases understanding of their unique challenges and amplifies our value. Additionally, CDW•G is experiencing a transformation from a VAR into a solutions provider including robust services to compliment the products we have traditionally sold and enable better outcomes through a completely implemented and supported solution. Our logistics capabilities remain top-notch and we do not intend to cede any ground to the competition on our unmatched reputation for smooth transactions and reliable delivery. We are building atop that foundation with the same intense focus on bringing exceptional value, reliability and customer-focus to the service portfolio as it expands. Engineering talent will continue to mostly be arranged by technology—a wireless network requires deep understanding of the nuances of the connectivity and access point specifications for number of users, area served, materials used in the building—less knowledge about the customer segment. Our design specialists are trained to surface segment specific considerations, while the engineers maintain their expertise in the technology itself.</p> <p>Specific to the growth of Sourcewell, CDW•G will continue to work closely with Sourcewell to present the Sourcewell contract to new Members as an alternative to going through a time and resource-consuming RFP process. As demonstrated in the past, CDW•G can customize the Sourcewell agreement to meet the unique needs of each customer vertical. For example, we onboarded AWS with customer specific terms and conditions for K-12 Education. And we will work with Sourcewell to identify low-spend CDW•G customers that have successfully adopted other Sourcewell contracts. We've begun efforts like this before, and feel we have a good blueprint for CDW•G to build a plan with Sourcewell and leverage other Sourcewell contract partners, such as Grainger, to increase the number of members accessing the technology contract. CDW•G will reciprocate efforts with any non-competing Sourcewell contract partner to maximize Sourcewell's overall contract adoption, regardless of commodity.</p>

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday August 13, 2019 07:37:56
- [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Tuesday August 13, 2019 07:38:08
- [WMBE/MBE/SBE or Related Certificates](#) - WMBEMBSBE or Related Certificates\_CDW QNA Letter.pdf - Tuesday August 13, 2019 07:38:18
- [Warranty Information](#) - Warranty Information.zip - Tuesday August 13, 2019 07:38:32
- [Pricing](#) - Pricing.zip - Tuesday August 13, 2019 10:00:57
- [Supplemental Pricing Documentation \(if needed\)](#) - Supplemental Pricing Documentation.zip - Tuesday August 13, 2019 10:10:00
- [Additional Document](#) - Additional Documentation.zip - Tuesday August 13, 2019 11:47:45

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.  
- Robert Kirby, President, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

# Exhibit B Pricing



## QUOTE CONFIRMATION

DEAR SAM SANTOS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MLJZ487	10/29/2021	IT EQUIPMENT	1676029	<b>\$189,976.84</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Palo Alto Networks PA-3250 - security appliance</a> Mfg. Part#: PAN-PA-3250 UNSPSC: 43222501 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	1	5001191	\$33,195.50	\$33,195.50
<a href="#">PALO NGFW PA3200 QUICK START SVC</a> Mfg. Part#: PAN-CONSULT-NGFW-QS-PA3XXX Electronic distribution - NO MEDIA Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	1	6065537	\$18,332.45	\$18,332.45
<a href="#">Palo Alto 4-Post Rack Mount Kit for PA</a> Mfg. Part#: PAN-PA-2RU-RACK4 UNSPSC: 24102001 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	1	5001118	\$164.88	\$164.88
<a href="#">Palo Alto Networks DNS Security - subscription license (5 years) - 1 device</a> Mfg. Part#: PAN-PA-3250-DNS-5YR-HA2 UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652)	1	5645724	\$16,044.68	\$16,044.68
<a href="#">Palo Threat Prevention - subscription license (5 years) - 1 device in HA pair</a> Mfg. Part#: PAN-PA-3250-TP-5YR-HA2 UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652)	1	5013396	\$19,378.64	\$19,378.64
<a href="#">Palo PANdb URL Filtering - subscription license (5 years) - 1 device in HA</a> Mfg. Part#: PAN-PA-3250-URL4-5YR-HA2 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652)	1	5032281	\$16,044.68	\$16,044.68
<a href="#">WildFire - subscription license (5 years) - 1 device in HA pair</a> Mfg. Part#: PAN-PA-3250-WF-5YR-HA2 UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSPO16-130652)	1	5032282	\$19,378.64	\$19,378.64

**QUOTE DETAILS (CONT.)**

<a href="#">Palo Platinum Support - extended service agreement - 5 years - shipment</a>	1	6066627	\$67,437.37	\$67,437.37
Mfg. Part#: PAN-SVC-PLAT-3250-5YR				
Electronic distribution - NO MEDIA				
Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)				

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$189,976.84
<b>Billing Address:</b> LEE COUNTY PORT AUTHORITY PO BOX 2463 FORT MYERS, FL 33902-2463 <b>Phone:</b> (239) 768-1000 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$189,976.84</b>
<b>DELIVER TO</b>	<b>Please remit payments to:</b>	
<b>Shipping Address:</b> AIS INFORMATION SYSTEMS IT SERVICES 11000 TERM ACS RD STE 8671 FORT MYERS, FL 33913-8213 <b>Phone:</b> (239) 590-4567 <b>Shipping Method:</b> DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Bart Heckman

(877) 404-6297

barthec@cdwg.com

**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
<b>\$189,976.84</b>	<b>\$5,041.99/Month</b>	<b>\$189,976.84</b>	<b>\$5,837.99/Month</b>

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

Why finance?

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

General Terms and Conditions:

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

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager

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# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve the use of Florida State contract Florida NASPO Contract 43211500-WSCA-15-ACSto purchase network equipment needed for the Terminal Expansion Project at Southwest Florida International Airport in an amount not to exceed \$455,092, which includes 10% contingency.
2. **FUNDING SOURCE:** Southwest Florida International Airport Construction Fund account string 20859541236.506542
3. **TERM:** July 31, 2022
4. **WHAT ACTION ACCOMPLISHES:** Authorizes the Port to purchase a Storage Area Network (SAN) utilizing a competitively solicited contract.

5. **CATEGORY:** 3.  
Administrative Agenda

6. **ASMC MEETING DATE:** 11/16/2021

7. **BoPC MEETING DATE:** 1/20/2022

**8. AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

**9. REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

**10. BACKGROUND:**

On September 21, 2021, the Board authorized the construction of the Terminal Expansion project at the Southwest Florida International Airport. Included in the project are many new security cameras that will require a significantly larger storage unit than what the LCPA uses today. To reduce hardware and contract labor costs, ensure compatibility with the existing airport network and to reduce the possibility of configuration errors and possible network performance degradation, the LCPA IT will direct purchase and install the hardware.

Total one-time cost for the network hardware is \$455,092 which includes a 10% contingency. After review, the LCPA Purchasing department determined that the Authority would be able to take advantage of competitive pricing available through a contract source with the State of Florida and save administrative costs from not having to conduct its own solicitation.

Attachments:

- Written Determination  
Piggyback Agreement – IBM Corporation (NASPO)

**11. RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Brian W. McGonagle</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Crank</i>	<i>Benjamin R. Siegel</i>

**12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED  
APPROVED as AMENDED  
DENIED  
OTHER

**13. PORT AUTHORITY ACTION:**

- APPROVED  
APPROVED as AMENDED  
DENIED  
DEFERRED to  
OTHER



# LEE COUNTY PORT AUTHORITY

## UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

Date: 10/29/2021  
Vendor: IBM Corporation  
Description: Computer Equipment,  
Peripherals, & Services  
Term: N/A  
Renewal  
Term: N/A  
Procurement  
Agent: Nick Diaz  
Contract #: 43211500-WSCA-15-ACS

Board Approval Req:  Yes / No   
Lead Agency: State of Florida  
Posting Req'd:  Yes / No   
 Single Purchase –  
Total Cost : \$413,720.80  
 Estimated  
Purchase -Est'd  
Annual cost: \_\_\_\_\_  
Cost (this  
purchase): \_\_\_\_\_  
Balance: \_\_\_\_\_

### NOTICE OF WRITTEN DETERMINATION OF A COOPERATIVE CONTRACT OR PIGGYBACK

A contract may be awarded for a commodity or service when the Purchasing Manager determines that utilizing the contract is authorized and in the Authority's best interest based on the following findings.

Product/Service being requested (if a recurring purchase, describe the scope of work/services):

IBM SAN for Terminal Expansion Project, IBM Storage Solution for Video Storage Project, and Virtual Server Environment.

The contract has been evaluated and found to be appropriate because:

- Cooperative or  Piggyback.
- Competitive requirements have been met.
- Conforms to all applicable laws and best practices.
- Specs, price, terms and conditions produce best value.
- The lead agency has been contacted and has verified eligibility.
- There are no known vendor performance or contract compliance issues.
- The vendor is appropriately insured and licensed to do business in the State of Florida.
- The term of the agreement to be piggybacked: 9/30/2021-7/31/2022 Renew Terms 0
- Other. LCPA Purchasing Manual Section 5.3 (A)

This procurement method is in the best interest of LCPA because of the following advantages of utilizing this method of procurement:

The State of Florida makes available alternative contract sources for use by eligible political subdivisions of the state. One available agreement is for computer equipment, peripherals and services, which resulted from a competitive procurement spearheaded by the Western States Contracting Alliance (WSCA). WSCA, consisting of 15 western states that conducted cooperative purchasing was consolidated into the NASPO ValuePoint Cooperative Purchasing Organization, a non-profit, limited liability company whose purpose is to meet the increasing needs for resource





Contract Number \_\_\_\_\_  
Vendor Number \_\_\_\_\_

**LEE COUNTY PORT AUTHORITY**  
**COMPUTER EQUIPMENT, PERIPHERALS, AND SERVICES**  
**AGREEMENT**

This Agreement ("Agreement") is entered this \_\_\_\_ day of \_\_\_\_\_, 2022, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("Authority"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and IBM CORPORATION, a New York corporation, authorized to do business in the State of Florida, ("Provider"), at New Orchard Road, Armonk, New York, 10504, Federal Identification Number 13-0871985.

**WITNESSETH**

**WHEREAS**, Authority desires to obtain storage area network equipment for the terminal expansion project including a storage solution for the video storage project and virtual server environment from Provider; and,

**WHEREAS**, Provider has entered into an agreement between Provider and State of Florida ("Source Contractor") pursuant to Alternate Contract Source 43211500-WSCA-15-ACS ("Source Agreement"), to provide the goods which are the same as those required by the Authority; and,

**WHEREAS**, both Provider and Source Contractor have agreed that the terms and pricing of the Source Agreement may be utilized by other local governments to obtain similar goods and services; and,

**WHEREAS**, Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

**WHEREAS**, Provider has reviewed the goods required under this Agreement and has agreed to provide the requested goods according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations.

**NOW, THEREFORE**, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

**1.0 RECITALS**

The recitals set forth above are true and correct and are incorporated into the terms of

this Agreement as if set forth herein at length.

## **2.0 SCOPE OF WORK**

Provider hereby agrees to provide the goods set out in Exhibit A, attached hereto and made a part of this Agreement.

## **3.0 SOURCE AGREEMENT - INCORPORATION BY REFERENCE**

It is the intent of the parties to allow Authority to "piggyback" the Source Agreement, attached as Exhibit B, as permitted by that Agreement and the Lee County Port Authority Purchasing Manual. The terms of the Source Agreement are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Source Agreement and this Agreement and Exhibit(s), the terms of this Agreement will control.

## **4.0 COMPENSATION**

Authority will pay for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the pricing set forth in Exhibit C, attached hereto and made a part of this Agreement.

Provider will make every effort to fulfill and ship order within six (6) weeks from the date order is placed by the Authority.

## **5.0 VENDOR AUTHORIZED RESELLER LIST**

Provider has an Authorized Reseller List of approved firms to fulfill the Authority's orders set out in Exhibit D, attached hereto and made a part of this Agreement.

## **6.0 EXCEPTIONS**

Exceptions to the Source Agreement, if any, are specifically amended as set forth in Exhibit E, attached hereto and made a part of this Agreement.

## **7.0 NOTICES AND ADDRESS**

All notices required and/or made pursuant to this Agreement will be in writing and will be given by the United States Postal Service, to the following addresses of record:

If to the Authority:  
LEE COUNTY PORT AUTHORITY  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
Attention: Airport Executive Director

If to the Provider:

IBM CORPORATION  
Suite 300  
4660 La Jolla Village Drive  
San Diego, CA 92122  
Attention: WSCA-NASPO National Program Manager

## **8.0 GOVERNING LAW AND VENUE**

This Agreement will be interpreted, construed and governed by the laws of the State of Florida. Exclusive venue for any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement will be in the Lee County Circuit Court in Lee County, Florida. The parties agree to waive the right to remove any suit or action relating to or arising out of this Agreement to federal court. The prevailing party in any such suit or action, including any appellate proceedings, will be entitled to recover its reasonable attorneys' fees and costs.

## **9.0 NOTICE REGARDING PUBLIC ENTITY CRIMES**

In accordance with Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any parts to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

## **10.0 E-VERIFY CLASUE**

To the extent required by law, Provider certifies that it has registered and is using the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. Provider further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

1. All persons employed by Provider during the term of this Agreement.
2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services or supplies under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services or supplies under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

#### **11.0 ACCEPTANCE**

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

**[Remainder of Page Intentionally Left Blank]**

DRAFT

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective the day and year first written above.

ATTEST: LINDA DOGGETT  
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair or Vice Chair

Approved as to Form for the Reliance  
of Lee County Port Authority Only:

By: \_\_\_\_\_  
Port Authority Attorney-s Office

Signed, Sealed and Delivered

IBM CORPORATION

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Signature for Provider

\_\_\_\_\_  
Witness

By: Karen Schneider  
Printed Name

SEAL

NASPO National Program Manager  
Title

# The State of Minnesota



## REQUEST FOR PROPOSAL

### MINNESOTA WSCA-NASPO Master Agreement

for:

### Computer Equipment

(Desktops, Laptops, Tablets,

Servers, Storage and Ruggedized Devices including

Related Peripherals & Services)

## SECTION 1: SCOPE OF WORK

### A. INTRODUCTION

The State of Minnesota, Department of Administration, Materials Management Division is requesting proposals on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program (“WSCA-NASPO”). The purpose of this Request For Proposal (hereafter called the RFP) is to establish Minnesota WSCA-NASPO Master Agreement(s) with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including related Peripherals & Services)**.

This RFP describes a relationship to be established between the Lead State and a responder and also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process. Detailed Contract obligations and measures of performance may be further defined in the final negotiated Contracts. The RFP shall not be construed to limit the Lead State’s right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder.

Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified, at which time the names of the vendors responding to this RFP will be read. Late responses cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this RFP.

For the purpose of this RFP, there are six product bands identified below which may be awarded. Responders must only respond to Bands in which they manufacture the defined product. The State of Minnesota intends to establish multiple awards per band. The State of Minnesota reserves the right to eliminate any bands from the final award.

- Band 1: Desktop
- Band 2: Laptop
- Band 3: Tablet
- Band 4: Server
- Band 5: Storage
- Band 6: Ruggedized Devices

The Master Agreement(s) resulting from this RFP will replace the current State of Minnesota WSCA/NAPSO PC Contracts awarded in 2009. Information on these contracts is available at [http://www.mmd.admin.state.mn.us/wsca/2009-2014\\_contracts.asp](http://www.mmd.admin.state.mn.us/wsca/2009-2014_contracts.asp).

All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreements, Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

This RFP will result in a Master Agreement. The Master Agreement contract terms will begin on the date of contract execution, to 24 months after the date of contract execution, with the option to extend up to 36 months, upon agreement by both parties. Participating States will have the option to participate and further refine their Terms and Conditions through a Participating Addendum.



## B. OBJECTIVE

The objectives of this RFP are to:

- Obtain greater volume-based price discounts for quantity one purchases by leveraging the purchasing power of multiple states and their political subdivisions.
- Obtain competitive pricing for specific standard configurations through a Premium Saving Package (PSP) program
- Reduce contracting costs for each participating state through a cooperative competitive procurement process

Proposers will provide an initial discount for a quantity of one unit. Proposers are to base discounts on the collective volume of potential purchases by the numerous state and local government entities. The objective of the procurement is to consolidate spend for participating entities to receive highly competitive pricing at the quantity one unit. In Calendar Year 2012, there was approximately \$2,249,935,555.39 of spend. Further bulk/quantity savings are obtained when additional quantities are requested. Participating States and political subdivisions are encouraged to continually re-compete and obtain quotes for further quantity discounts among the awarded vendors to obtain the lowest price.

The awarded Contract Vendors should realize significant savings by managing a single comprehensive Master Agreement establishing common terms, conditions, pricing and administrative structure.

## C. WSCA-NASPO BACKGROUND INFORMATION

Since 1993, the Western States Contracting Alliance (WSCA) served as the primary cooperative purchasing arm of The National Association of State Procurement Officials (NASPO) and encouraged, fostered, and guided participating members to work collaboratively in an effort to create true procurement cooperatives.

NASPO has formed a subsidiary entity, the WSCA-NASPO Cooperative Purchasing Organization (WSCA-NASPO), LLC to manage its WSCA-NASPO national cooperative purchasing program. The LLC was formed in October of 2012 and began operating officially on January 1, 2013. A 21-member Management Board has been appointed to oversee the operations and activities of the new organization.

WSCA-NASPO represents a unified, nationally-focused cooperative purchasing program that will leverage the collective expertise and experience of WSCA and NASPO, aggregate the demand of all 50 states, the District of Columbia and the five organized territories, and their political subdivisions and other eligible entities, and help spur innovation and competition in the marketplace.

## D. PARTICIPATING STATES

Apart from the Lead State conducting the solicitation, the states listed below have signified their intent to participate in the Master Agreement(s) resulting from this RFP. These States are considered Participating States for the purposes of this solicitation and its resulting contracts(s). WSCA-NASPO experience has shown states that have participated in previous WSCA-NASPO solicitations will continue to participate in subsequent solicitations. WSCA-NASPO is still in the process of gathering Intent to Participates from the current participating states for this Solicitation and will be added through an addendum process. Additional states may decide to participate during the course of this solicitation or after the Master Agreements have been awarded.

Some State specific Terms and Conditions are provided in Section 6. These are **for informational purposes only** and will be negotiated with individual States after award of the Master Agreement. All States reserve the right to add additional terms and conditions to a participating addendums.

**Intent to Participate Notices have been received to date from the following States:**

Alaska  
Arkansas  
California  
Colorado  
Connecticut  
Delaware  
Georgia  
Hawaii  
Idaho  
Indiana  
Iowa  
Kansas  
Louisiana  
Maine  
Massachusetts  
Minnesota  
Missouri  
Montana  
Nebraska  
Nevada  
New Hampshire  
New Jersey  
New Mexico  
North Dakota  
Oklahoma  
Oregon  
Rhode Island  
South Carolina  
South Dakota  
Tennessee  
Utah  
Vermont  
Washington  
Wyoming

## Current States Participating Sales Volumes for Calendar Year 2012:

### WSCA-NASPO Computer Equipment, Peripherals & Related Services (MN)

AL	\$ 1,991.58
AK	\$ 24,884,137.39
AZ	\$ 122,381,318.74
AR	\$ 62,658,846.17
CA	\$ 404,480,102.37
CO	\$ 75,872,058.49
CT	\$ 28,836,220.63
DE	\$ 23,509,996.64
FL	\$ 132,505,135.81
GA	\$ 130,038,621.09
HI	\$ 28,997,688.94
ID	\$ 31,482,975.19
IL	\$ 19,257,318.80
IN	\$ 179,972.91
IA	\$ 40,306,892.81
KS	\$ 45,893,491.19
KY	\$ 23,441,498.83
LA	\$ 85,333,419.12
ME	\$ 849,845.49
MD	\$ 4,487,490.52
MA	\$ 71,782,524.97
MI	\$ 16,171,200.29
MN	\$ 120,195,299.91
MS	\$ 933.00
MO	\$ 22,025,159.85
MT	\$ 13,309,651.01
NE	\$ 29,261,413.77
NV	\$ 47,743,617.59
NH	\$ 9,098,920.23
NJ	\$ 272,610,471.34
NM	\$ 38,547,219.37
NY	\$ 133,791.94
NC	\$ 13,974,511.45
ND	\$ 10,568,665.27
OH	\$ 47,619,206.76
OK	\$ 41,259,365.85
OR	\$ 47,675,346.81
PA	\$ 2,881,183.44
RI	\$ 10,995,869.42

SC	\$ 127,553,244.51
SD	\$ 18,202,443.15
TN	\$ 2,926,492.79
WY	\$ 14,746,570.36
AS	\$ -
DC	\$ 3,269,745.16
GU	\$ 13,780.52
MP	\$ -
PR	\$ -
VI	\$ -
TOTAL	\$ 2,249,935,555.39

## E. PRODUCT BAND DEFINITIONS

This RFP is divided into six (6) hardware product bands. Each band includes related peripherals and services. All products and services offered within each band are subject to the restrictions provided in the Product Restrictions Section of this RFP. With the evolution of technology bands will be flexible and may be redefined during the course of the contract.

**BAND 1: DESKTOP.** A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band

**BAND 2: LAPTOP.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band

**BAND 3: TABLET.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

**BAND 4: SERVER.** A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 5: STORAGE.** Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement.

**Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

## F. CONFIGURATION DOLLAR LIMITS

**1. CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

\* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

## G. RESTRICTIONS

The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

### **a. Software**

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

### **b. Services**

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

### **c. Third Party Products.**

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

### **d. Additional Product/Services**

1. Hardware and software required **to solely support** wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

## H. DEFINITIONS

**Acceptance.** See Section 2B28 for Terms regarding Acceptance and Acceptance Testing.

**Accessory.** Accessories do not extend the functionality of the computer, but enhances the user experience i.e. mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

**Bands:** For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

**Cloud Services.** Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

**Contract Vendor or Contractor.** The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

**Components.** Parts that make up a computer configuration.

**Configuration.** The combination of hardware and software components that make up the total functioning system.

**Desktop.** This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

**Energy Star®.** A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

**EPEAT.** A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website [www.epeat.net](http://www.epeat.net) to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

**Finalist.** A respondent who is found to be responsive under Phases I and II of the evaluation process and will be considered in Phase III.

**FOB Destination.** Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

**FOB Inside Delivery.** Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

**General Consulting.** Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute

section 16C.08 defines general consulting for the State of Minnesota. See link:  
<https://www.revisor.mn.gov/statutes/?id=16C.08>

**Laptop.** This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

**Lead State.** The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

**Mandatory.** Within the requirements, the terms “must” and “shall” identify a mandatory item or factor. **Failure to meet a mandatory requirement results in the rejection of the Responder’s proposal unless all responders are unable to meet the mandatory requirement.** Any objections to requirements should be identified by proposers in the Question and Answer period.

**Manufacturer.** A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

**Master Agreement.** The underlying agreement executed by and between the Lead State and the Contract Vendor.

**Middleware.** Middleware is the software “glue” that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

**Options.** An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

**Order.** A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

**Participating Addendum.** A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant’s willingness to purchase and the Contract Vendor’s willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

**Participating States.** States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

**Participating Entity.** A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

**Partner.** A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor’s Master Agreement. In the RFP, Partner is the term that will be used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

**Peripherals.** A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and maintenance for all peripherals on the Master Agreement.



**Per Transaction Multiple Unit Discount.** A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

**Premium Savings Packages.** Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: <http://www.wnpsp.com/index.html>.

**Purchasing Entity** – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

**Ruggedized.** This is band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

**Services.** Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.

**Server.** This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage.** This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage Area Network.** A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

**Storage as a Service (STaaS).** An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

**Software.** For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

**Tablet.** This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

**Takeback Program.** The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

**Third Party Products.** Products sold by the Contract Vendor which are manufactured by another company.

**Upgrade.** Refers to replacement of existing software, hardware or hardware component with a newer version.

**Warranty.** The Manufacturers general warranty tied to the product at the time of purchase

**Wide Area Network or WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

**WSCA-NASPO.** The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

**EXHIBIT B**  
**SOURCE AGREEMENT**



**AMENDMENT NO.: 5**

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

This Amendment No. 5 (“Amendment”) to the Computer Equipment Peripherals and Services contract, contract number 43211500-WSCA-15-ACS (“ACS”) between the State of Florida, Department of Management Services (“Department”), and IBM (“Contractor”), collectively referred to herein as the “Parties,” is effective upon execution by both Parties. All capitalized terms used herein have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

**WHEREAS**, the ACS was entered into by the Parties on August 15, 2015, to continue through March 31, 2017, for the provision of Computer Equipment Peripherals and Services, pursuant to State of Minnesota Master Agreement No. MNWNC-116;

**WHEREAS**, the ACS was subsequently renewed through July 31, 2021; and

**WHEREAS**, the Parties agreed that the ACS may be amended by mutual agreement as provided in Section 42, Modification of Terms, of the PUR 1000 incorporated into the ACS.

**NOW THEREFORE**, for the mutual covenants contained herein, the Parties agree as follows:

**I. Amendment to the ACS.**

- a) The ACS is amended to change the end of the term of the ACS to July 31, 2022, unless terminated earlier in accordance with the ACS.
- b) Section 4.A.1.i. and Section II. of Amendment No. 1, Public Records, are deleted entirely and replaced with the following:  
Public Records.  
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT’S CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.



### **AMENDMENT NO.: 5**

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (e) The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.
- c) Section 4.D., Employment Eligibility Verification, is deleted in its entirety and replaced with the following:  
E-Verify: The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S.. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to



### **AMENDMENT NO.: 5**

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

- d) Section 4.F., Scrutinized Company List, as amended by Amendment No. 4, is deleted in its entirety and replaced with the following:  
Scrutinized Company List: The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- e) Section 4.O. of Amendment No. 2, Information Technology Standards, is hereby deleted in its entirety and replaced with the following:  
Information Technology Standards: Pursuant to sections 282.0051 and 282.318, F.S., the Department is to establish standards for the implementation and management of information technology resources. Contractor agrees to cooperate with the Department and Customer in furtherance of efforts to comply with the standards, established in Rule Title 60GG, F.A.C., as applicable.
- f) Section IV. of Amendment No. 1, Cooperation with Inspector General, is deleted in its entirety and replaced with the following in Section 4.P.:  
Cooperation with Inspector General and Records Retention.  
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results



**AMENDMENT NO.: 5**

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

- g) Section 4.Q., Conduct of Business, is hereby added as follows:  
Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26) Florida Statutes, the Contractor shall ensure a representative will be available to team members of the continuing oversight team.

- h) Section 4.R., Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists, is hereby added as follows:

Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or





### **AMENDMENT NO.: 5**

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

- i) Section 4.S., Performance or Compliance Audits, is hereby added as follows:

Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

- j) Section 4.T., Document Inspection, is hereby added as follows:

Document Inspection.

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

**II. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.



**AMENDMENT NO.: 5**

Alternate Contract Source No.: 43211500-WSCA-15-ACS

Alternate Contract Source Name: Computer Equipment Peripherals and Services

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

**IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

**Contractor:**  
**IBM**

**By:** \_\_\_\_\_  
**Name:** J. Todd Inman  
**Title:** Secretary  
**Date:**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**  
**Date:**





**AMENDMENT NO.: 5**

Alternate Contract Source No.: 43211500-WSCA-15-ACS


Alternate Contract Source Name: Computer Equipment Peripherals and Services

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

**IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:  
Department of Management Services

By:   
Name: J. Todd Inman  
Title: Secretary  
Date: 7/29/2021

Contractor:

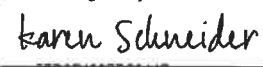
IBM DocuSigned by:  
By:   
Name: Karen Schneider  
Title: NASPO Nat'l Pgrm Mgr  
Date: 7/27/2021 | 7:54 AM PDT



EXHIBIT C  
PRICING

Sales Quote

Customer: Lee County Port Authority  
Project: IBM SAN Refresh (NASPO)  
Agreement:  
Quote #: DRAFT

Prepared by: Jerriann Smith  
Phone: 770-731-8181  
Email: jerriannsmith@dynamixgroup.com  
Date: Friday, October 29, 2021

Item	Description	Qty	Unit Price	Extended Price
<b>Ship To: Southwest Florida Int'l Airport</b> 11000 Terminal Access Road, Ste 8671, Fort Myers, FL 33913				
<b>FS5200</b>				
4662-6H2	IBM FlashSystem 5200 NVMe Control Enclosure	1	\$60,000.00	\$60,000.00
4663-A05	IBM 5 Year Expert Care Advanced for FS5200	1	\$16,808.80	\$16,808.80
<b>FS5200 Total</b>				<b>\$76,808.80</b>
<b>16Gbit SAN Switch Pricing</b>				
8960-F24	IBM Storage Networking SAN24B-6	1	\$16,000.00	\$16,000.00
8960-F24	IBM Storage Networking SAN24B-6	1	\$16,000.00	\$16,000.00
6662-D35	IBM 8960-F24 ServicePac Warranty and Maintenance Option 5 Yr 24x7 Same Day ORT 6	1	\$1,975.00	\$1,975.00
6662-D35	IBM 8960-F24 ServicePac Warranty and Maintenance Option 5 Yr 24x7 Same Day ORT 6	1	\$1,975.00	\$1,975.00
<b>16Gbit SAN Switch Pricing Total</b>				<b>\$35,950.00</b>
SElite	IBM ServiceElite Contract Billed in Advance - Year 6 & 7 for IBM 16G SAN, Qty (2) 8960-F24	1	\$1,612.00	\$1,612.00
<b>Southwest Florida Int'l Airport Total</b>				<b>\$114,370.80</b>

Prices guaranteed valid through **Thursday, November 25, 2021**

**Grand Total Price** **\$114,370.80**

**PLEASE REFERENCE OUR QUOTE NUMBER ABOVE ON ALL PURCHASE ORDERS**

Unless specified otherwise, prices do not include applicable taxes, shipping charges, or travel and living charges. Some Products may also be subject to the terms of their OEM agreements which are located at the OEM website and/or <http://dynamixgroup.com/oem-terms>, and you agree to any applicable OEM terms and conditions by your acceptance of this Sales Quote. When Customer signs this Sales Quote, Customer accepts the Dynamix Customer Agreement located at [www.dynamixgroup.com/customer-agreement](http://www.dynamixgroup.com/customer-agreement), and this Sales Quote and its attachments is an Order for Products and/or Services under it.

**DYNAMIX INTERNAL USE ONLY - FORMATTING PREVIEW - CUSTOMER PRESENTATION PROHIBITED!**



# Sales Quote

Customer: Lee County Port Authority  
 Project: IBM Video Storage Project (NASPO)  
 Agreement:  
 Quote #: 20211026.1845 Rev 02

Prepared by: Jerriann Smith  
 Phone: 770-731-8181  
 Email: jerriannsmith@dynamixgroup.com  
 Date: Thursday, October 28, 2021

Item	Description	Qty	Unit Price	Extended Price
<b>Ship To: Southwest Florida Int'l Airport</b>				
11000 Terminal Access Road, Ste 8671, Fort Myers, FL 33913				
<b>FS7200</b>				
2076-824	IBM FS7200 Control Enclosure	1	Included	Included
5639-DB8	IBM FS7200 Controller SWMA	1	Included	Included
5639-DBH	IBM 5yr FS7200 Expansion SWMA	1	Included	Included
5775-BEC	IBM ECS for Storage 5Year	1	Included	Included
2076-92G	IBM FS7000 HD LFF Expansion	1	Included	Included
5639-XD8	IBM FS7000 HD LFF Expansion Software	1	Included	Included
5639-XDH	IBM 5yr FS7200 Expansion SWMA	1	Included	Included
5775-BEC	IBM ECS for Storage 5Year	1	Included	Included
2076-92G	IBM FS7000 HD LFF Expansion	1	Included	Included
5639-XD8	IBM FS7000 HD LFF Expansion Software	1	Included	Included
5639-XDH	IBM 5yr FS7200 Expansion SWMA	1	Included	Included
5775-BEC	IBM ECS for Storage 5Year	1	Included	Included
<b>FS7200 Total</b>				<b>\$232,400.00</b>
<b>32Gbit SAN</b>				
8960-F24	IBM Storage Networking SAN24B-6	1	Included	Included
8960-F24	IBM Storage Networking SAN24B-6	1	Included	Included
6662-D35	IBM 8960-F24 ServicePac Warranty and Maintenance Option 5 Yr 24x7 Same Day ORT 6	2	Included	Included
<b>32Gbit SAN Total</b>				<b>\$66,950.00</b>
<b>Southwest Florida Int'l Airport Total</b>				<b>\$299,350.00</b>

Prices guaranteed valid through **Thursday, November 25, 2021**

**Grand Total Price** **\$299,350.00**

**PLEASE REFERENCE OUR QUOTE NUMBER ABOVE ON ALL PURCHASE ORDERS**

**IMPORTANT NOTICE**

**Please include the following on your PO:**

**Sales Quote Number**  
**Business Partner: Dynamix Group, Inc.**  
**ASPID #19332**  
**NASPO Contract 43211500-WSCA-15-ACS**

Unless specified otherwise, prices do not include applicable taxes or travel and living charges. When agreed to by you and Dynamix Group, Inc., this Sales Quote confirms the Products and Services which are ordered subject to the IBM Florida State Contract #43211500-WSCA-15-ACS under Master Agreement #MNWNC-116.

Agreed to:  
**Lee County Port Authority**

Agreed to:  
**Dynamix Group, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT D IBM CORPORATION AUTHORIZED RESELLER LIST



## Subcontractor/Dealer/Reseller Information Form

Contract Name: Computer Equipment, Peripherals, and Services  
 Contract Number: 43211500-WSCA-15-ACS  
 Contractor Name: IBM Corporation

\*\*\* PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY \*\*\*

Counties Served: if the subcontractor/dealer/reseller does not provide products/services statewide, press Ctrl + M to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press Ctrl + Q to rehide the columns.

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	Address	City	State	Zip	Counties Served (SEE ABOVE)	Approved Date (DMS USE ONLY)
Ateam	<a href="http://www.ateamsolutionservices.com">www.ateamsolutionservices.com</a>	Marlon Atherton	<a href="mailto:info@ateamsolutionservices.com">info@ateamsolutionservices.com</a>	305-204-0863	15800 Pines Blvd, Ste 300	Pembroke Pines	FL	33027	Statewide	6/7/2021
Ateam	<a href="http://www.ateamsolutionservices.com">www.ateamsolutionservices.com</a>	James Stanford	<a href="mailto:cto@ateamsolutionservices.com">cto@ateamsolutionservices.com</a>	305-204-0863	15800 Pines Blvd, Ste 300	Pembroke Pines	FL	33027	Statewide	6/7/2021
Cherbonnier, Mayer & Assoc, Inc	<a href="http://www.cmaontheweb.com">www.cmaontheweb.com</a>	Lewis F. Hannaman	<a href="mailto:hannaman@cmaontheweb.com">hannaman@cmaontheweb.com</a>	225-927-9200	8180 YMCA Plaza Dr	Baton Rouge	LA	70810	Statewide	9/30/2015
Clover Systems of Orlando	<a href="http://www.cloversystems.net">www.cloversystems.net</a>	Chris Straub	<a href="mailto:chris@cloversystems.net">chris@cloversystems.net</a>	407-619-2394	2625 Stanmore Ct	Orlando	FL	32817	Statewide	9/30/2015
Converge Acquisition, LLC	<a href="http://www.corus360.com">www.corus360.com</a>	Marlu Davis	<a href="mailto:mdavis@corus360.com">mdavis@corus360.com</a>	678-405-1788	130 Technology Pkwy	Norcross	GA	30092	Statewide	9/30/2015
Dynamix Group, Inc	<a href="http://www.dynamixgroup.com">www.dynamixgroup.com</a>	Jesse Baker	<a href="mailto:jesse.baker@dynamixgroup.com">jesse.baker@dynamixgroup.com</a>	404-392-1248	1617 Ocean Forest Dr	Fernandina Beach	FL	32034	Statewide	9/30/2015
e-Tech Services Inc	<a href="http://www.e-techservices.com">www.e-techservices.com</a>	Mario Ariet	<a href="mailto:maariet@e-techservices.com">maariet@e-techservices.com</a>	352-332-3200	5220 SW 91st Terrace	Gainesville	FL	32608	Statewide	9/30/2015
Flagship Solutions Group	<a href="http://www.flagshipsg.com">www.flagshipsg.com</a>	Tom Mitchell	<a href="mailto:tmitchell@flagshipsg.com">tmitchell@flagshipsg.com</a>	239-471-7306	980 N. Federal Hwy, Ste 420	Boca Raton	FL	33442	Statewide	9/30/2015
Mainline Information Systems Inc	<a href="http://www.mainline.com">www.mainline.com</a>	Rob Butler	<a href="mailto:rob.butler@mainline.com">rob.butler@mainline.com</a>	850-219-5183	1700 Summit Hill Drive	Tallahassee	FL	32317	Statewide	9/30/2015
Sirius Computer Solutions Inc	<a href="http://www.siriuscom.com">www.siriuscom.com</a>	Phyllis Byrd	<a href="mailto:phyllis.byrd@siriuscom.com">phyllis.byrd@siriuscom.com</a>	210-869-0617	10100 Reunion Place, Ste 500	San Antonio	TX	78216	Statewide	9/30/2015
The Riley Group	<a href="http://www.rileygroup.com">www.rileygroup.com</a>	Rory Page	<a href="mailto:rpape@rileygroup.com">rpape@rileygroup.com</a>	334-692-9911	7180 W. Main St	Dothan	AL	36305	Statewide	10/14/2020
Thomas Galloway Group, dba Technolgent	<a href="http://www.technolgent.com">www.technolgent.com</a>	Dayn A. Kelley	<a href="mailto:dayn.kelley@technolgent.com">dayn.kelley@technolgent.com</a>	949-716-9500	100 Spectrum Center Drive, Ste 700	Irvine	CA	92618	Statewide	9/30/2015
Triad Technology Partners, LLC	<a href="http://www.triadtechpartners.com">www.triadtechpartners.com</a>	Jennifer Stevenson	<a href="mailto:jennifer.stevenson@triadtechpartners.com">jennifer.stevenson@triadtechpartners.com</a>	757-630-6369	175 South Pantops Drive, Ste 102	Charlottesville, VA	VA	22911	Statewide	6/7/2021
Vertical VAR, LLC, dba SPS VAR	<a href="http://www.spsvar.com">www.spsvar.com</a>	Lori Blan	<a href="mailto:info@spsvar.com">info@spsvar.com</a>	770-216-4462	3168 Mercer University DR	Chamblee	GA	30341	Statewide	9/30/2015
Volta Inc.	<a href="http://www.voltainc.com">www.voltainc.com</a>	Rick Clements	<a href="mailto:rclements@voltainc.com">rclements@voltainc.com</a>	888-479-9672	441229 Bristow Circle	Ashburn	VA	20147	Statewide	10/14/2020
Volta Inc.	<a href="http://www.voltainc.com">www.voltainc.com</a>	Craig Meadows	<a href="mailto:cmeadows@voltainc.com">cmeadows@voltainc.com</a>	888-479-9672	208 Steele St	Frankfort	KY	40601	Statewide	10/14/2020

DRAFT

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p><b>1. REQUESTED MOTION/PURPOSE:</b> Request Board rank qualifications submitted for RFP 21-81 Development of Skyplex Consultant &amp; Brokerage Services in conjunction with the development of Skyplex at Southwest Florida International Airport.</p> <p><b>2. FUNDING SOURCE:</b> N/A</p> <p><b>3. TERM:</b> Term to be determined.</p> <p><b>4. WHAT ACTION ACCOMPLISHES:</b> Competitively selects a firm to perform consultant and brokerage services towards the further successful development of Skyplex.</p>	<p><b>5. CATEGORY:</b> 4. Administrative Agenda</p> <hr/> <p><b>6. ASMC MEETING DATE:</b> 11/16/2021</p> <p><b>7. BoPC MEETING DATE:</b> 1/20/2022</p>
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<p><b>8. AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input type="checkbox"/> CONSENT</p> <p><input checked="" type="checkbox"/> ADMINISTRATIVE</p>	<p><b>9. REQUESTOR OF INFORMATION:</b> (ALL REQUESTS) NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p>
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**10. BACKGROUND:**

RSW has approximately 1,800 acres north of the existing Runway 6/24 commonly referred to as Skyplex. Much of this area has already committed uses (airport support facilities, maintenance facilities, aircraft fuel farms, etc.), navigational aids (VORTAC, ASR-11, etc.) and environmental conservation easements. However, there are approximately 800 acres of airport lands available for development. These available acres are bounded by Daniels Parkway to the north and Runway 6/24 to the south. Directly across Daniels Parkway to the north is JetBlue Park, the spring training facility for the Boston Red Sox and the Gateway residential community. This unique location in Southwest Florida provides excellent opportunities for development of corporate headquarters, food/retail/entertainment areas, office complexes, hotels and support facilities. There is also land available and planned for warehouse and distribution, as well as aviation related uses directly adjacent to the airport's only runway.

The primary objectives for a successful Skyplex development include the ability to provide airport revenue, compliment and elevate development of surrounding areas, and provide a high quality asset area to Lee County. The Skyplex property currently includes the following developments: Gartner Office Complex, Alta Resources, and the Skywalk (Publix) Plaza. In addition, a lease currently exists for the Intrepid Aircraft Maintenance, Repair and Overhaul facility not yet constructed.

Port Authority initiatives and accomplishments to date have focused on eliminating hurdles for future potential third-party development. These initiatives include: construction of Skyplex Blvd, installation of utilities along Paul J Doherty Pkwy, local zoning of 344 acres for development, initiation of a Master Wetlands Permit with the US Army Corps of Engineers, design of the realignment of Chamberlin Pkwy and a planned Skyplex Greenway. All of these

## 11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

<p><b>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED OTHER</p>	<p><b>13. PORT AUTHORITY ACTION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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## Background (continued)

improvements have been consistent with the Skyplex Vision Plan (attached). This Vision Plan identifies the desired site plan and development for Skyplex.

As presented and endorsed by the ASMC and the BOPC at a workshop on June 24, 2021, the Port Authority desires to hire a consultant and brokerage expert to assist in the strategy and implementation of the planning, marketing and development of the Skyplex area. It is the intent of this consultant to serve as an extension of staff and potentially perform professional services to include, but not be limited to: Advertising and Marketing, Development Analysis, Strategic and Land Planning, Market and Submarket Analysis, Negotiation Services and Support, Real Estate Consulting Services, Brokerage Services, Market and Feasibility Analyses, Market Strategies, RFP strategy and development, and other consultant and brokerage services as may be required to best implement the goals and objectives of the Port Authority.

In addition, it is envisioned that the selected firm will: be the listing agent for the Skyplex area for the term of the negotiated agreement; have expertise in identifying development uses and areas for aeronautical and non-aeronautical businesses; assist staff in prioritizing highest and best land uses for the development of single or multiple portions of the Skyplex property which is aligned with the Skyplex Vision Plan and the goals and objectives of the Port Authority in securing long term tenants for the development of airport land; and demonstrate experience with development in the Southwest Florida market, as well as national experience representing similar types of mixed-use developments preferred.

In order to retain such a consultant, Request for Proposals (RFP) was advertised on August 16, 2021 for Development of Skyplex Consultant & Brokerage Services to support the further successful development of the Port Authority's vision for the Skyplex area. A non-mandatory, pre-submittal meeting was held on August 27, 2021 to more specifically discuss the services related to this RFP and to answer any questions from potential respondents. The RFP was advertised in The News Press, on the Port Authority's website, as well as in statewide and national aviation trade publications. On September 29, 2021, three (3) RFPs were submitted from the following firms (listed in alphabetical order):

- CBRE, INC.
- COMMERCIAL PROPERTY SOUTHWEST FLORIDA, LLC
- TRINITY COMMERCIAL GROUP, LLC

A publicly noticed Staff Evaluation Committee meeting was held on October 14, 2021 to develop staff summaries, review comments and recommendations for the Airports Special Management Committee (ASMC) for their consideration. To assist the ASMC in their evaluation and ranking of firms, staff has prepared the attached information summarizing each of the responding RFPs. As a result of the committee's discussion, the Staff Evaluation Committee scored the RFPs as follows:

1. CBRE, INC.
2. COMMERCIAL PROPERTY SOUTHWEST FLORIDA, LLC
3. TRINITY COMMERCIAL GROUP, LLC

**Since the Development of Skyplex is critical to the advancement of aeronautical and non-aeronautical properties at Southwest Florida International Airport, as well as surrounding areas within Lee County, staff recommends the ASMC hear oral presentations by all three (3) qualified firms at a future ASMC meeting prior to their ranking.**

However, if the ASMC would not like to hear oral presentations prior to their ranking, staff would recommend that the ASMC rank firms in accordance with staff's review and scoring of the written qualifications.

### Attachments:

Skyplex Vision Plan  
Staff Summaries  
RFP #21-81 Solicitation  
Addendum #1  
Addendum #2  
References



# Skyplex

## Vision Plan





**Staff Qualifications Committee Review of RFPs  
Development of Skyplex Consultant & Brokerage Services - RFP #21-81**

**CBRE, INC.**

**Project Manager (PM): Jeffrey H. Gage, CCIM, SIOR, MRICS** (currently working in Naples, FL office).

PM Education: B.S., Engineering/Business/Economics - Union College.

PM Years of Experience/Local Experience: 36 years total, 10 years with firm/five (5) years in southwest FL.

**PM Project Experience:**

- Q Seven Islands Mixed Use Development, City of Cape Coral, FL (*real estate advisory/representation services*) (2019 - 2020)
- Q Imperial Crossing Mixed Use Development, City of Bonita Springs, FL (*real estate advisory/representation services*) (2019 - 2020)
- Q Everglades Isle Resort Mixed Use Disposition, Everglades City, FL (*brokerage services*) (2017)
- Q Home Depot (*brokerage & negotiation services*) (2019)/Ferguson Plumbing (*brokerage & negotiation services*) (ongoing)/Wayfair (*brokerage & negotiation services*) (2018)/AMETEK (*brokerage & negotiation services*) (2021)/Frito Lay (*brokerage & negotiation services*) (2020)/Good Year Tire Hub (*brokerage & negotiation services*) (2017)/Staples (*brokerage & negotiation services*) (ongoing) – all Southwest FL locations
- Q Mixed use (450 acres) & multifamily (37 acres) developments, CT (*services not specified*)
- Q Numerous legal & financial use services properties (*acquisition services*); numerous hospitality use properties (*acquisitions services*); numerous financial and business use properties (*acquisition services*); and technology/manufacturing use properties (*acquisition & disposition services*) (all locations not specified)

**Firm's Experience & Key Support Staff:**

Offices: Headquartered in Dallas, TX. 530+ other offices in 100+ countries; 154 offices in U.S.

Southwest Florida office: One (1) office in southwest Florida – Naples, FL.

Employees: 100,000+ total employees, one (1) in southwest Florida.

Firm's Experience:

- Q Commercial Development of Non-aeronautical Land (16,000 acres), Denver Int'l Airport, Denver, CO (*strategic advisory & brokerage services*) (2018 - present)
- Q Lariat Landing (453+/- acres), adjacent to Will Rogers World Airport, Oklahoma City Airport Trust, OK (*real estate brokerage & advisory services*) (2020 - present)
- Q Western Lands (424 acres), Metropolitan Washington Airports Authority, Washington-Dulles International Airport, VA (*financial analysis, marketing services*) (2018 – present)
- Q (600+ acres), Metropolitan Washington Airports Authority, VA (*disposition & lease services*)
- Q Industrial Land (50 acres) & Direct/Indirect Aviation property (100+ acres), Oklahoma City Airport Trust, OK (*negotiation services*) (dates not listed)
- Q (300 acres) Tampa Int'l Airport, Tampa, FL (*highest/best use determination/lease valuation*) (dates not listed)
- Q Modern Aviation Office & Hangar Facilities – Boeing Field, WA (*services not specified*) (dates not listed)
- Q Hangar Facilities (1M s.f.) – Dallas Executive Airport, Dallas, TX (*services not specified*) (dates not listed)
- Q GreenPort (5,000 acres) – Greenport Int'l Airport, TX (*services not specified*) (dates not listed)
- Q Office, Retail, Industrial, Raw Land, & Miscellaneous Property (535 acres sold or leased/2.8M s.f. transacted) – Lee, Collier, Charlotte, Hendry & Glades Counties (2018 - present) (*services not specified*)

**Fee & Cost Proposal: Non-Brokerage Rates** - Monthly retainer of \$7,500. Other Services as a fixed price/lump sum based on schedule of hourly rates. **Brokerage Fees** - Commission paid by the Developer based on the rent for the land/improvements and sliding scale. Offer to rebate accrued monthly retainer amount back to the Authority after CBRE commissions reach \$100,000. Fees calculated per transaction, on a cumulative and compounding basis.

**Overall Proposal:** Staff felt that this was the #1 best written proposal. CBRE is a commercial real estate services firm and specializes in development advisory, project management, leasing, property sales, acquisitions, valuation, development & transaction advisory, facilities management, and consulting services related to commercial property. Firm represents owners, investors, and potential tenants in the development of major international and regional destinations as a broker, advisor, analyst, and manager. Proposal strengths include: Proposal very well written, tailored, and provided strong project approach including good SWOT outline and phased approach. Firm has experience with national real estate advisory work on aeronautical and non-aeronautical airport parcels, and local municipality clients. PM has strong corporate and local market experience. Proposal weaknesses include: Firm has only one employee locally. PM experience with aeronautical/non-aeronautical airport parcels not demonstrated. Scope coverage of monthly retainer unclear. Key staff has good mix of experience, but not local. Very good DBE & W/MBE discussion.

References: (1) of 2 PM references received; 2 Firm references received (1 requested) - all were favorable.

**Staff Qualifications Committee Review of RFPs  
Development of Skyplex Consultant & Brokerage Services - RFP #21-81**

**Commercial Property Southwest Florida, LLC (Member of the Cushman & Wakefield Alliance)**

**Project Manager (PM): Donald R. Schrotenboer** (currently working in Estero, FL office).

PM Education: (not listed)

PM Years of Experience/Local Experience: 25 years total; years with firm not provided/20+ years in southwest FL.

**PM Project Experience:**

- Q CenterPlace (Esplanade Lake Club), Lee County, FL (*Acquisition & Infrastructure*) \$40M (2012 - 2020)
- Q Murdock Village (aka Westport), Charlotte County, FL (*Acquisition & Infrastructure*) \$23.6M (2017 - 2020)
- Q Ave Maria Town & University, Collier County, FL (*Acquisition & Infrastructure*) \$520M (2000-2008)
- Q WildBlue, Lee County, FL (*Acquisition & Infrastructure*) \$48M (2012 - 2019)
- Q Grand Cayman Marriott, Cayman Islands (*Acquisition & Infrastructure*) \$89M (2012 - 2019)
- Q Shoppes at Santa Barbara, Cape Coral, FL (*Acquisition & Infrastructure*) \$12M (2012 - 2016)
- Q Managing Director of Realvizory, LLC (*offering advice, guidance & project management from acquisition, entitlement through development in serving as owner representative*) (current, dates not listed)
- Q President of Alico Land Development, Inc. (138,000 Acres ) (*real estate guidance*) (dates not listed)
- Q Partner & Vice President of Gilkey Organization (*land development advisory services*) (dates not listed)

**Firm's Experience & Key Support Staff:**

Offices: Location of Headquarters office not listed.

Southwest Florida office: Two (2) offices in southwest Florida – Naples, and Fort Myers, FL.

Employees: 43,000 total employees in 60+ countries; 25+ in southwest Florida.

Firm's Experience:

- Q NeoGenomics Headquarters, Lee County, FL (*Real Estate Needs Analysis, Site Analysis, Build to Suit Plan*)
- Q Youngquist Trade Center Land & GulfCoast Industrial Park Portfolio, Lee County, FL & Texas (*Portfolio Evaluation & Distribution Strategy*)
- Q Cutter Aviation FBO - Colorado Springs Airport, CO (*Leasehold Interest Analysis*)
- Q Desert Jet Center (Hangar Condo Facility) - Mesa Falcon Field Municipal Airport (*Leasehold Interest Analysis*)
- Q Maintenance Repair Operations (MRO) - Tucson Int'l Airport, Tucson, AZ (*Leasehold Interest Analysis*)
- Q Air Cargo Facility – Chicago O'Hare Int'l Airport (*Leasehold Interest Analysis*)
- Q Tom Bradley Int'l Terminal – Los Angeles Int'l Airport (*Rent Determination*)
- Q MRO Facility – Cincinnati-Northern Kentucky Int'l Airport (*Leasehold Valuation*)
- Q Cutter Aviation Deer Valley FBO; Hangar & Office Facility - Phoenix Deer Valley Airport, Phoenix, AZ (*services not specified*)

**Fee & Cost Proposal: Non-Brokerage Hourly Rates** - Project Management (\$225 - \$280/hour); Research (\$100-\$175/hour); Communications (\$175/hour); Real Estate Consulting (\$125 - \$225/hour); Administrative (\$90 - \$120/hour); Graphic & Visualization Design (\$150 - \$195/hour). **Brokerage Fee** - Base Lease Value (1<sup>st</sup> – 25 years of lease term) = 4% of lease value; Base Lease Value (1<sup>st</sup> – 25 years of lease term) with co-broker = 5% of lease value.

**Overall Proposal: Staff felt that this was the #2 best written proposal. Commercial Property Southwest Florida, LLC** is an independently owned and operated firm and a member of the Cushman & Wakefield Alliance. Commercial Property Southwest Florida is a Florida based commercial real estate firm with local market knowledge and experience in buying, selling, leasing, property management, financing and valuing assets. Proposal strengths include: Firm has local offices with ample support staff and demonstrates local market experience. Firm demonstrates national leasehold experience of aeronautical related uses at airports. PM demonstrates local market experience with acquisition and infrastructure. Fee structure simply stated. Proposal weaknesses include: Proposal format difficult to read, not in accordance with solicitation, and content/graphics not tailored. Assignments by name of key support staff not defined. Project approach is weak. Proposal caused confusion over intended role of PM versus principal of firm, experience of proposer versus Cushman & Wakefield, and alliance relationship between proposer and Cushman & Wakefield. PM currently managing director of other firm begs question of availability for this contract and does not demonstrate aeronautical nor non-aeronautical consulting experience at airports. Fair DBE & W/MBE discussion – experience relied on Alliance relationship and did not provide historical data.

References: (2) of (2) PM references received – all favorable. Additional PM reference provided for individual that is not PM listed. One (1) Firm reference requested, none received.

**Staff Qualifications Committee Review of RFPs  
Development of Skyplex Consultant & Brokerage Services - RFP #21-81**

**Trinity Commercial Group, LLC**

**Project Manager (PM): Dan O' Berski, (FL Licensed Real Estate Broker)** (currently working in Estero, FL office).

PM Education: B.S. Economics – University of Michigan.

PM Years of Experience/Local Experience: 19 years total, 10 years with firm (Founder of firm)/17 years in southwest FL.

**PM Project Experience:**

- Q The Forum at Fort Myers, FL (*Development Consulting and Brokerage Services*) (2013 - Present)
- Q Founders Square, Naples, FL (*Consultant during project initiation; Brokerage Services and Real Estate Strategic Consultant*) (2020 - Present)
- Q Fruitville Commons, Sarasota, FL (*Development Consulting and Brokerage Services*) (2019 - Present)
- Q Publix development at Paul J Doherty and Daniels, Fort Myers, FL (*multiple leases*) (dates not listed)
- Q The School District of Lee County – (*Strategic planning, long range planning, execution, owned asset strategy and execution, growth projections and development strategy*) (dates not listed)
- Q Other areas of the United States: Projects for LMCU and Fifth Third in Michigan Mixed commercial development in Waterford Michigan Mixed Portfolio of 33 banks in 7 states Other US airports: (*specific services not listed*) (dates not listed)
- Q Other relevant experience: Florida State Wide Relationships – Culvers, MD Now, 4 Rivers BBQ County wide Services: (*specific services not listed*) (dates not listed)
- Q The School District of Lee County – (*asset strategy lead, disposition and acquisition, long range planning support. Development Consultant and Brokerage services*). (2018 - Present)
- Q Real Estate and/or Brokerage Services in the Southwest Florida Market Area: (2007 - 2011) (as former employee of CBRE) (*specific services not listed*)

**Firm's Experience & Key Support Staff:**

Offices: Headquartered in Estero, FL. Other office locations in Fort Lauderdale, FL.

Southwest Florida office: One (1) office in southwest Florida - Estero, FL.

Employees: Five (5) total employees, five (5) in southwest Florida.

Firm's Experience:

- Q Lely commercial parcels – 3 tracts of land, 1 Multi-Family Project in zoning/approvals; (80,000 s.f.) Retail Development with Outback, Hobby Lobby and Chase; and (60,000 s.f.) Inline Development include (25,000 s.f.) NCH facility (*services not specified*)
- Q Estero Crossings – 300+ unit class A apartments, two free standing restaurants including Oak and Stone, (20,000+ s.f.) of Retail and (15,000 s.f.) of Office (*services not specified*)
- Q Barron Collier Companies – Specifically SEC of Immokalee and 951 (56 acres vertical Mixed Use Development) (*services not specified*)
- Q Creighton Commercial Development – Specifically College and 41 NW&NE Corners, Santa Barbara and Veterans (Wawa and originally Lucky's now Aldi) (*services not specified*)
- Q MD Now (medical urgent care) statewide roll out (*services not specified*)

**Fee & Cost Proposal: Annual Consulting Fee** - \$250,000. Offered 50% reimbursement (up to \$125,000) annually towards consulting fees. Offered fees to be reconciled once a year and not be aggregated from year to year. **Brokerage Fee** - 7% of aggregated base term value of Leases - assumed 6% fee to the actuating brokers allowing for a 1% override to have Project manager compensation regardless of the chosen brokerage firm for specialized services.

**Overall Proposal:** Staff felt that this was the #3 best written proposal. Trinity Commercial Group is a Florida based commercial brokerage firm with local market knowledge and experience in brokerage, consulting and strategic relationships. Services include: tenant representation, asset disposition, development services, landlord representation, and investment services. Proposal strengths include: PM demonstrates local market knowledge with brokerage and development consulting experience. Firm offers some experience with local market. Proposal weaknesses include: Proposal contains errors and missing requested information including hourly rates. Depth of experience by Firm & PM not comparable with other proposers particularly national reach. Depth of key support staff lacking. Firm and PM do not demonstrate aeronautical nor non-aeronautical consulting experience at airports. Weak DBE & W/MBE discussion - weak statement of commitment and lacking detailed historical achievement data as well as non-relevant information provided. References: No PM references received – (2) PM references requested; (3) Firm references received – (1) Firm reference requested – all were favorable.



**PURCHASING OFFICE**

11000 TERMINAL ACCESS ROAD

SUITE 8671

FORT MYERS, FL 33913

**REQUEST FOR PROPOSALS (RFP) 21-81MMW**

**DEVELOPMENT OF SKYPLEX  
CONSULTANT & BROKERAGE SERVICES**

**RELEASED: August 16, 2021**

**DESIGNATED PURCHASING OFFICE CONTACT**

Nick Diaz, Senior Procurement Agent

Telephone (239) 590-4556 • Email: [NJDiaz@flylcpa.com](mailto:NJDiaz@flylcpa.com)

**NON MANDATORY PRESUBMITTAL MEETING**

**Friday, August 27, 2021 • 9:00 a.m., local time**

**QUESTIONS/CLARIFICATION REQUEST DEADLINE**

**Wednesday, September 8, 2021 • 5:00 p.m., local time**

**DEADLINE FOR SUBMISSION OF PROPOSALS**

**Wednesday, September 29, 2021 • before 3:00 p.m., local time**

## **NOTICE OF COMPETITIVE OPPORTUNITY**

Lee County Port Authority (Authority) invites the submission of sealed proposals from interested and qualified individuals, corporations, partnerships and other legal entities authorized to do business in the state of Florida to compete for the opportunity to perform the services, as specified in this Request for Proposals (RFP). Solicitation documents are available electronically at [flylcpa.ionwave.net/Login.aspx](http://flylcpa.ionwave.net/Login.aspx) or by contacting the Purchasing Office.

The following key dates have been established for the non-mandatory pre-submittal meeting, sealed proposal opening, and the deadline for submitting any questions and requests for clarification of any information contained within this RFP. Changes in these dates will be made only by official addendum.

### **PRESUBMITTAL MEETING**

A NON MANDATORY PRESUBMITTAL MEETING has been scheduled for **Friday, August 27, 2021, at 9:00 a.m., local time**. The meeting will be conducted remotely through Google Meets. Potential Proposers are encouraged to attend the Google Meet. The purpose of this meeting is to discuss the requirements and objectives of this RFP. Attendees must have the ability to communicate with the Authority at this meeting in order to provide a company and representative name for the attendance register and to also be able to ask questions or request clarifications. The pre-submittal meeting can only be attended remotely through Google Meets.

To access the meeting use this link:

[meet.google.com/nbt-zrqf-sfu](https://meet.google.com/nbt-zrqf-sfu)

Phone Number: 619-728-5258 PIN: 487 369 988#

At the pre-submittal meeting the Authority will attempt to answer all questions received; however, no additions, deletions or modifications to the requirements stated herein will be made unless and until a written addendum to the Request for Proposals is issued by the Purchasing Office.

### **DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS**

**Inquiries or requests for clarifications of any information contained in the RFP must be received no later than Wednesday, September 8, 2021, by 5:00 p.m. local time**. All inquiries, suggestions or requests pertaining to this RFP must be submitted to the designated procurement agent contact on the cover page. This deadline has been established to maintain fair treatment for all potential Proposers, while ensuring an expeditious selection process.

### **PUBLIC OPENING OF PROPOSALS**

**The Authority is accepting electronic proposals in IonWave until Wednesday, September 29, 2021, by 3:00 p.m., local time**. Proposals sent in any manner other than electronically to IonWave will not be accepted. **Hard copies, faxed proposals and electronically submitted proposals sent directly to the Authority will not be accepted.**

**The proposal opening is open to the public for viewing and will be conducted remotely through Google Meets by accessing the following link:**

[meet.google.com/nps-ihug-scd](https://meet.google.com/nps-ihug-scd)

Phone Number: +1 414-909-5801 PIN: 276 007 921#

Proposals must be submitted prior to the deadline for submission of proposals. Proposers are responsible for taking all necessary steps to ensure their proposal is uploaded by the due date and time. The Authority is not responsible for technology or any other issues that cause the proposal deadline to be missed.

## PART A

### **INSTRUCTIONS TO PROPOSERS**

The Lee County Port Authority (Authority) invites the submission of proposals from interested and qualified individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida with demonstrated expertise in providing the services described in this Request for Proposals (RFP). Proposers must meet the minimum qualifications stated herein and comply with the Instructions to Proposers contained in this Part A. The Authority specifically reserves the right to reject any or all proposals, to waive technicalities, to make inquiries, and to request additional information from all Proposers, and to select the proposal which is, in the Authority's sole discretion, judged to be in the best interest of the Authority.

#### **A.01 REMOTE OPENING OF ELECTRONIC PROPOSALS**

Proposals submitted in response to this RFP will be electronically unsealed after the time specified for receipt of proposals stated on the cover page of this RFP. The Authority reserves the right to extend the date and time for opening at Authority's sole discretion, when deemed to be in the best interest of the Authority. Proposers, its authorized agents and other interested persons are invited to attend the RFP opening remotely through electronic means by using the link to the meeting that is provided on the Notice of Competitive Opportunity page of this Request for Proposals.

At the opening the Authority will make public the names of the Proposers submitting a proposal. No review or analysis of the submitted proposals will be conducted at the public proposal opening.

The Authority will not discriminate against individuals with disabilities. Any person requiring special accommodations for attendance at the public opening, or any other meeting described herein, should contact the designated Purchasing Office representative listed on the cover page of this solicitation document at least five (5) days before the meeting.

#### **A.02 ELECTRONIC SUBMISSION OF PROPOSALS**

The Authority is accepting electronic proposals in IonWave at <https://flylcpa.ionwave.net>. Submission of proposals prior to the deadline is solely and strictly the responsibility of the Proposer. It is the sole responsibility of the Proposer to take all necessary steps to ensure its proposal is submitted in IonWave prior to the stated time and date for opening of proposals. All proposals submitted pursuant to this competitive solicitation will become the sole property of the Authority.

All documents must be PDF/A and ADA compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers must not be preserved from CADD drawings. Scanned documents must be created as PDF/A compliant; the document must be text searchable and must have a minimum resolution of 300 dpi. Proposals must have navigational bookmarks inserted in lieu of tabs that would normally be required in a hard copy.

The entire submittal must be contained in a single PDF/A file.

#### **A.03 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA**

The Authority uses a third party provider, IonWave, to distribute solicitation documents including addenda. Interested parties may receive this information free of charge by registering at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the designated Purchasing Office representative indicated on the cover page. It is the responsibility of the Proposer, prior to submitting a proposal, to review IonWave and determine if addenda to the RFP have been issued and, if issued, acknowledge and incorporate same into the proposal.

#### **A.04 PRESUBMITTAL MEETING**

A pre-submittal meeting will be held on the date and time specified on the cover page of this RFP. The cover page will also note if the pre-submittal meeting is Non-Mandatory or Mandatory and if a site visit is planned and if remote attendance is available. While attendance is not

required at a pre-submittal meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is mandatory for pre-submittal meetings that are indicated as mandatory on the cover page of this RFP. A Proposer's failure to attend a mandatory pre-submittal meeting will result in its proposal being considered non-responsive.

The purpose of the pre-submittal meeting is to discuss the requirements and objectives of this RFP, to answer any questions potential Proposers have about the RFP, and to answer any general questions about the Authority. At the pre-submittal meeting the Authority will attempt to answer all questions received; however, reserving the right to answer any questions in writing in a subsequent addendum to the RFP. All prospective Proposers are encouraged to obtain and review the RFP documents prior to the pre-submittal meeting in order to be prepared to discuss questions or concerns about the requirements of the Authority.

In order to conduct the pre-submittal meeting as expeditiously and efficiently as possible, it is requested that all pre-submittal questions be sent to the Procurement Agent indicated on the cover page of this RFP at least three (3) business days prior to the scheduled pre-submittal meeting to allow staff time to research the questions.

#### **A.05 QUESTION AND CLARIFICATION PERIOD**

It is the responsibility of each Proposer, before submitting a proposal, to (a) examine the RFP documents thoroughly; (b) if applicable, visit the project site(s) to become familiar with local conditions that may affect cost, progress, performance or the furnishing of the work; (c) consider local, federal and state codes, laws, and regulations that may affect the work; and, (d) study and carefully correlate Proposer's observations with the RFP documents. Proposer is required to notify the Authority of any conflicts, errors, or discrepancies in the RFP documents before submitting a proposal.

Each Proposer must examine all Requests for Proposals solicitation documents and must judge for itself all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation documents must be made in writing and sent to the designated Purchasing Office representative by the date and time stated.

All inquiries, suggestions or requests pertaining to the Request for Proposals must be received by the designated Purchasing Office representative on or before the deadline for questions or clarification requests. All questions received and responses given must be provided in the form of a written addendum to this Request for Proposals. The Authority will not respond to inquiries received after the published deadline.

#### **A.06 ADDENDA**

Interpretations, corrections or changes made by the Authority to this Request for Proposals will be made by written addenda. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others, and Proposers are not entitled to rely upon any such oral statements. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby an interpretation, clarification or additional information will be given. It is the responsibility of the Proposer, prior to submitting its proposal, to review the RFP to determine if addenda to the RFP were issued and, if issued, to acknowledge and incorporate the same into Proposer's submittal.

#### **A.07 PROPOSAL EXPENSES**

All costs incurred by Proposer(s) in responding to this Request for Proposals and in participating in any interviews/presentations/demonstrations, including travel, will be borne entirely by the Proposer.

#### **A.08 BINDING OFFER**



A proposal submitted pursuant to this Request for Proposals will be considered a binding offer to perform the services described in this RFP, assuming the terms of an agreement between the parties are satisfactorily negotiated. The submission of a proposal will be taken as prima facie evidence that the Proposer has fully familiarized itself with the contents of this Request for Proposals. Proposals will be in force for a period of one hundred and eighty (180) days from the date of the public proposal opening.

#### **A.09 RESERVATION OF RIGHTS**

The Authority reserves the right to accept or reject any or all proposals; to select one or more proposal(s); to re-advertise this Request for Proposals; to postpone or cancel the procurement process related to this Request for Proposals; to waive irregularities in the procurement process or waive technicalities in the proposals submitted thereto; to request additional information and documentation; and to change or modify the RFP schedule or process outlined herein, at any time.

The Authority reserves the right to determine that any proposal received which does not contain all of the information, attachments, verification, forms or other information described in this Request for Proposals is nonresponsive and therefore disqualified from eligibility to proceed further in the evaluation process.

#### **A.10 WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn or revised by the Proposer for any reason prior to the date and time fixed for the public opening.

Negligence on the part of the Proposer in preparing its proposal confers no right of withdrawal or modification after the date and time fixed for the public opening.

#### **A.11 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the Authority, such information was intended to mislead the Authority in its evaluation of the proposal and the attribute, condition, or capability is a requirement of this Request for Proposals, such Proposer will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

#### **A.12 JOINT VENTURES**

Proposers intending to submit a proposal as a joint venture with another entity are required to provide evidence acceptable to the Authority that the joint venture meets the statutory requirements applicable to corporations or other entities that are subject to the Florida Business Corporations Act, Chapter 607, Florida Statutes, the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes, the Florida Partnership Laws at Chapter 620, Florida Statutes, or the Professional Services Corporation and Limited Liability Company Act at Chapter 621, Florida Statutes, as applicable, prior to the date and time set for the public opening.

#### **A.13 NO LOBBYING**

Proposers are hereby placed on notice that Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management Committee, and all Authority employees (with the exception of the designated Purchasing Office contact) are not to be lobbied, either individually or collectively, regarding this Request for Proposals. After the issuance of this solicitation, no prospective Proposer is allowed to contact or communicate with or discuss any matter relating in any way to this solicitation with any Authority officers, agents, or employees except for the designated Purchasing Office contact. This prohibition includes, but is not limited to, copying all such persons on written communications (including email



correspondence), but does not apply to presentations made to Staff Evaluation Committees or at a Board of Port Commissioners meeting or Airports Special Management Committee meetings when the Board or Committee is considering approval of a proposed agreement or purchase order. This prohibition against lobbying ends upon final execution of the Agreement or purchase order or at the time the solicitation is cancelled.

All firms and their subcontractors, sub-consultants, and any agents must submit individual affidavits with their proposals in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts. Joint ventures must file a separate affidavit for each joint venture partner.

**ANY PROPOSER OR INDIVIDUAL CONTACTING INDIVIDUALS MENTIONED HEREIN IN VIOLATION OF THIS PROHIBITION ARE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION.**

#### **A.14 SCRUTINIZED COMPANIES**

The Authority will have the option to immediately terminate any Agreement resulting from this Request for Proposals, in the exercise of its sole discretion, if a Proposer is found to have submitted a false certification under section 287.135(5) Florida Statutes, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under section 215.473, Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Each Proposer certifies, by submission of the certification attached, that it is not listed on any Scrutinized Companies List described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a proposal under section 287.135, Florida Statutes.

#### **A.15 PUBLIC ENTITY CRIMES**

In accordance with section 287.133, Florida Statutes, a person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity on a contract; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

To ensure compliance with the foregoing, Proposers must certify by submission of the enclosed public entity crimes certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

#### **A.16 E-VERIFY**

In accordance with section 448.095(2), Florida Statutes, the successful Proposer must certify that it has registered with and is using the E-Verify system to verify the work authorization status of all newly hired employees.

Furthermore, successful Proposer's agreement with the Authority cannot be renewed unless at the time of renewal, the successful Proposer certifies to the Authority that it has registered with and uses the E-Verify system.

If allowable, and the successful Proposer enters into an agreement with a sub-consultant, the sub-consultant must provide the successful Proposer with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien and successful Proposer must maintain a copy of such affidavit for the duration of any agreement which may result from this RFP. If the successful Proposer develops a good faith belief that any sub-consultant with which it is contracting has knowingly violated section 448.09(1), Florida Statutes (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with for

herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the successful Proposer will terminate the contract with the sub-consultant. Failure to do so will result in termination of the agreement resulting from this RFP, if any.

If the Authority develops a good faith belief that the successful Proposer has knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with or for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Authority will terminate any agreement resulting from this RFP. Pursuant to section 448.095(2)(c)(3), Florida Statutes, termination of the agreement under the above circumstances is not a breach of contract and may not be considered as such.

#### **A.17 NONDISCRIMINATION**

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964; the Restoration Action of 1987; and the Florida Civil Rights Act of 1992, as said regulations may be amended, the successful Proposer must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” and in the selection and retention of subcontractors and/or sub-consultants, including procurements of materials and leases of equipment. The successful Proposer will not participate directly or indirectly in discrimination prohibited by federal or state law or applicable regulations, including but not limited to employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

#### **A.18 GENERAL CIVIL RIGHTS**

The successful Proposer must comply with the nondiscrimination provisions stated above as well as all other pertinent statutes, regulations and executive orders as such rules are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, marital status or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Proposer and its subcontractors from the solicitation period through completion of the Agreement. This provision is in addition to the provisions required by Title VI of the Civil Rights Act of 1964.

#### **A.19 PUBLIC RECORDS AND DISCLOSURE**

Proposals made pursuant to this Request for Proposals and received by the Authority are public records under Florida law, and will be subject to public inspection upon issuance of the Authority's notice of intended decision or thirty (30) days after the public opening, whichever is sooner, pursuant to section 119.071, Florida Statutes. If the Authority rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until the Authority provides notice of an intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Section 119.0701, Florida Statutes, to the extent a successful Proposer is performing services on behalf of the Authority, the successful Proposer must:

- 1) Keep and maintain public records required by the Authority to perform the service. Information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and the Authority's public records policies. The Proposer agrees, prior to providing services, it will implement policies and procedures, which are subject to approval by Authority, to maintain, produce, secure and

- retain public records in accordance with applicable laws, regulations, and Authority policies including but not limited to section 119.0701, Florida Statutes.
- 2) Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.
  - 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the successful Proposer does not transfer the records to the Authority.
  - 4) Upon completion of the Agreement, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful Proposer transfers all public records to the Authority at the completion of the Agreement, the successful Proposer must destroy any duplicate records that are exempt from public disclosure requirements. If the successful Proposer keeps any public records, it must meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

In accordance with sections 119.071(3) and 331.22, Florida Statutes, airport security plans or other records relating directly to the physical security or fire safety of a public facility or revealing security or fire safety systems are confidential and exempt from public disclosure. For example, photographs, maps, blueprints, drawings, and similar materials that depict critical airport operating facilities are exempt, as well as building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure, all of which are exempt from disclosure under the provisions cited in this paragraph.

To the extent the law applies to the services to be acquired through this RFP, Proposers agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

#### **A.20 TRADE SECRETS**

As stated above, all documents, materials, and data submitted as a part of a response to this Request for Proposals are governed by the disclosure, exemption and confidentiality provisions relating to public records as outlined in Chapter 119, Florida Statutes. Under Florida law, designation of an entire proposal as 'trade secret', 'proprietary' or 'confidential' is not permitted and may result in a determination that the proposal is nonresponsive and therefore the proposal will not be evaluated or considered.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a proposal in response to this Request for Proposals belong exclusively to the Authority.

The Authority does not believe that any of the information by this RFP constitutes a trade secret under Florida law. To the extent Proposer desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, any trade secret material submitted as part of a proposal must be segregated from the portions of the proposal that are not declared as trade secrets. In addition, the Proposer must cite, for each trade secret claimed, the Florida statute number that supports the designation of the information as a trade secret and

include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Proposer must provide a copy of its proposal that redacts all information designated as trade secret. In conjunction with any trade secret designation, Proposer acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the Proposer's request for a trade secret at any time;
- 2) By submitting a proposal, all Proposers grant the Authority, its officials, employees, agents and representatives full rights to access, view, consider, and discuss the information designated as trade secret; and,
- 3) After notice from the Authority that a public records request has been made to inspect or copy all or any portion of Proposer's proposal, the Proposer, at its sole expense, will be responsible for defending its determination that the submitted material (or portions thereof) constitutes a trade secret and is not subject to disclosure. Once the Authority notifies the Proposer that it has received a request to inspect or copy information that the Proposer has designated a trade secret, the Proposer will take action to respond to the request promptly, but no later than 10 calendar days from the date of notification by the Authority or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer will indemnify, hold harmless and defend the Authority and its officials, employees, agents and representatives from any losses, claims, actions, damages (including attorney's fees and costs) and amounts arising or incurred by the Authority from or related to the designation of trade secrets by the Proposer, including but not limited to actions or claims arising from Authority's nondisclosure of the trade secret materials.

#### **A.21 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS**

In agreements financed in whole or in part by federal or state grant funds, all requirements set forth in the grants documents or in the law, rules and regulation governing the grants, including federal or state cost principles, must be satisfied. To the extent that federal or state cost principles differ from those of the Authority, the cost principles of the grantor will be used.

#### **A.22 AGREEMENT**

The successful Proposer will be required to enter into an Agreement containing the terms and conditions set forth in this Request for Proposals and the resulting successful Proposer's proposal as negotiated by the parties and where any alternatives to the terms of the RFP provide best value, are desirable to the Authority, and the parties agree to such terms.

#### **A.23 TERMINATION**

The agreement between the Authority and the successful Proposer will contain a clause whereby the agreement may be terminated for the convenience of the Authority at any time during the term of the agreement upon thirty (30) days written notice to the successful Proposer.

#### **A.24 NON EXCLUSIVITY OF AGREEMENT**

By responding to this Request for Proposals any selected Proposer understands and agrees that any resulting contractual relationship is nonexclusive and that the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

#### **A.25 AVAILABILITY OF PERSONNEL**

Personnel described in the proposal must be available to perform the Agreement as described. All personnel will be considered to be employees or agents of the Proposer and not employees or agents of the Authority.

**A.26 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES**

Other governmental entities may desire to utilize (i.e.: piggyback) the resulting agreement, if any, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for agreements entered into utilizing this method.

**A.27 ASSIGNMENT OF AGREEMENT**

The successful Proposer may not assign any agreement resulting from this Request for Proposals without the prior written approval of the Authority.

**A.28 FINANCIAL RESPONSIBILITY**

During the evaluation process Proposers may, upon request by the Authority, be required to demonstrate financial responsibility by furnishing audited financial statements for the past two fiscal years. Such statements must be prepared in accordance with generally accepted accounting practices and are to be signed by an independent certified public accountant and provided to the Authority within ten calendar days of request by the Authority.

**A.29 AUDITABLE RECORDS**

The successful Proposer that is awarded an Agreement to provide services pursuant to this RFP must maintain auditable records adequate to account for all receipts and expenditures, and to document compliance with the Agreement. These records must be kept in accordance with generally accepted accounting methods. The Authority reserves the right to determine the record keeping methods in the event of non-conformity. These records must be maintained for five years after the expiration or termination of the Agreement and must be readily available for inspection upon reasonable notice.

**END OF PART A**



## **PART B** **SCOPE OF SERVICES**

### **B.01 INTRODUCTION**

The Lee County Port Authority (Authority) invites the submission of proposals from interested and qualified companies to provide Consultant and Brokerage Services in conjunction with the operation, maintenance and development of Skyplex at the Southwest Florida International Airport in Lee County, Florida.

### **B.02 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT BACKGROUND INFORMATION**

The Southwest Florida International Airport (RSW) has approximately 1,800 acres north of the existing Runway 6/24 commonly referred to as Skyplex. Much of this area has already committed uses (airport support facilities, maintenance facilities, aircraft fuel farms, etc.), navigational aids (VORTAC, ASR-11, etc.) and environmental conservation easements. However, there is between 300-600 acres of airport land available for development. These available acres are bounded by Daniels Parkway to the north (a major 6-lane roadway with 40,600 average annual daily vehicle trips), I-75 (partially) to the west, undeveloped land to the east, and Runway 6/24 to the south. Directly across Daniels Parkway to the north is JetBlue Park, the spring training facility for the Boston Red Sox and the Gateway residential community. This unique location in southwest Florida provides excellent opportunities for development of corporate headquarters, food/retail/entertainment areas, office complexes, hotels, and support facilities. There is also land available and planned for warehouse and distribution, as well as aviation related uses directly adjacent to the airport's only runway.

#### **Objectives:**

The primary objectives for Skyplex development include:

- Provide airport revenue
- Compliment and elevate development of surrounding areas
- Create a high quality asset area in Lee County

#### **Current Skyplex Leases:**

Current leases within the Skyplex area include:

- Gartner Office Complex – Phase 1
- Alta Resources
- Publix Plaza
- Intrepid – Aircraft Maintenance, Repair and Overhaul

#### **Authority Initiatives:**

Authority initiatives and accomplishments to date have focused on “eliminating hurdles” for future potential 3<sup>rd</sup> party development. These initiatives include:

- Construction of Skyplex Blvd.
- Installation of utilities along Paul J Doherty Pkwy.
- Local zoning of 344 acres for development
- Initiation of a Master Wetlands Permit with the US Army Corps of Engineers and South Florida Water Management District
- Design of the realignment of Chamberlin Pkwy
- A planned Skyplex Greenway

#### **Vision Plan:**

The Authority has developed a Skyplex Vision Plan, attached as Attachment A, which identifies the desired site plan and development for Skyplex.

### **B.03 SCOPE OF SERVICES**

Services to be provided by the successful Proposer will include, but not be limited to, those set forth. A consultant and brokerage expert to execute the Vision Plan by implementation of strategies related to the planning, marketing and development of the Skyplex area. The successful Proposer will serve as an extension of staff and will also perform services that include, but are not limited to:

- Advertising and Marketing
- Development Analysis
- Strategic and Land Planning
- Market and Submarket Analysis
- Negotiation Services and Support
- Real Estate Consulting Services
- Brokerage Services
- Prepare various market and feasibility analyses for the Skyplex Area
- Assist the Authority in developing and refining strategies to attract viable tenants
- Assist the Authority in developing and implementing effective market strategies and initiatives that promote the Skyplex area
- Develop and recommend Skyplex “district” maps” for development
- Prepare recommendations to target marketing efforts
- Develop and recommend a Skyplex infrastructure plan and other initiatives to make the Skyplex area more marketable
- Develop a strategy to solicit proposals for development (single or multiple solicitation request may be recommended)
  - Solicitation preparation, including scope, terms, conditions, timelines, investment, etc.
  - Solicitation by “district” or other area designation
  - Assist the Authority throughout the competitive process
  - Assist the Authority in contract negotiations with the successful Proposer(s).
- Develop a long-term strategic plan to maximize airport revenues and a return on investment
- Assist the Authority in preparing and implementing short, mid and long term implementation timelines and strategies.
- Any and all other real estate consultant and/or brokerage services as may be required to implement the goals and objectives of the Authority.

In addition, the successful Proposer will be the listing agent for the Skyplex area for the term of the agreement. The ideal Proposer has expertise in identifying development uses and areas for aeronautical and non-aeronautical businesses.

The successful Proposer will assist staff in prioritizing highest and best land uses for the development of single or multiple portions of the Skyplex property which is aligned with the Skyplex Vision Plan and the goals and objectives of the Authority to secure long term tenants for the development of airport land. Experience with development in the southwest Florida market as well as national experience representing similar types of mixed-use developments preferred.

A broad range of professional disciplines, analysis and expertise may be needed during the term of this Agreement. The specific number and mix of disciplines needed is unknown at this time. Therefore, the Authority expects sub-consultants will be recommended by the successful Proposer and subcontracted prior to the assignment of each Task under the resulting Agreement.

The Authority will have the right to reject any proposed sub-consultant submitted by the successful Proposer to provide services. Services to be provided may include, but are not limited to:

- Land planning
- Zoning, Comprehensive Plans, and other regulatory assistance
- Environmental permitting assistance
- Brokerage services
- Marketing and advertising
- Land lease and other contract negotiations
- Legislative assistance
- Management of various sub-consultants and subcontracted disciplines
- Competitive solicitation development and assistance
- Analysis of submittals related to Skyplex
- Grant and other funding assistance
- Airport specific analysis (i.e.: heights, noise, compatible uses, etc.)
- All other duties as deemed necessary to successfully accomplish the Skyplex goals of the LCPA.

The successful Proposer will serve as an extension of staff. Therefore, the successful Proposer and any sub-consultant will be prohibited from responding to future competitive solicitations related to active work assignments assigned to the successful Proposer. Further, successful Proposer may not contract with another firm, as either a prime consultant or a sub-consultant, for future Skyplex solicitations.

The successful Proposer may be required to manage a variety of sub-consultant disciplines, and provide analysis and expertise as necessary during the term of any agreement awarded as a result of this Request for Proposals. The specific number and mix of disciplines needed is unknown at this time. Therefore, the Authority expects that sub-consultants will be recommended by the Proposers and selected by the successful Proposer after award of the agreement on an assignment by assignment basis. As such, sub-consultant information will not be considered during the evaluation of the RFP responses submitted. During the term of the agreement, the Authority will have the right to reject any individual or sub-consultant firm.

This Request for Proposals outlines a single point of contact and accountability whereby the Project Manager representing the successful Proposer demonstrates his or her ability to manage multiple aspects of a project. As such, joint ventures are not preferred by Authority staff. However, nothing in this Request shall preclude the submittal of RFPs by joint venture firms.

The Authority reserves the right to:

- Select more than one firm to perform services from among the Proposers to this Request for Proposals and to award work among successful Proposers as the Authority sees fit.
- Accept or reject any or all Proposals. The Authority may for any reason, deem it in the best interest of the Authority to withdraw from performing any work, to seek competitive bids, proposals or offers for the work or to perform the work with in-house or other resources after Proposals are received. Neither this RFP, nor any subsequent agreements, shall be construed to guarantee work for the successful Proposer(s).
- Object to the use of any sub-consultant, subcontractor or material supplier, in which event, the successful Proposer must submit and use an alternate sub-consultant, subcontractor or material supplier acceptable to the Authority.



**B.04 PROJECT MANAGER**

The Project Manager must be an experienced individual with the availability (if requested by the Authority) to dedicate one hundred percent (100%) of his/her time to this agreement, and to be given the contract authority to bind the firm orally and in writing, and who can only be removed as Project Manager upon written request or concurrence of the Authority. The Project Manager shall be available on demand throughout the term of the agreement.

**B.05 TERM OF AGREEMENT**

The Authority intends to enter into an Agreement with the successful Proposer to provide the services that are the subject of this RFP for a period of three (3) years and may include provisions for renewal of the Agreement. However, the Authority reserves the right to negotiate the duration of the initial term of the Agreement and any successive extension options.

**END OF PART B**

## **PART C**

### **CONTENT AND ORGANIZATION OF PROPOSAL**

The information each Proposer provides will be used to determine the most qualified Proposer(s) and those with the perceived ability to perform the scope of services as stated in this Request for Proposals, which may best meet the overall needs of the Authority.

An evaluation of responding firms will be conducted for the purposes of clarification of both the Proposer's ability and prospective benefit of their proposal to the Authority. The Authority, at its sole discretion, may request clarification or additional information to determine a Proposer's responsibility or responsiveness.

For more information, refer to Part D, Evaluation of Proposals.

#### **C.01 EVALUATION CRITERIA**

The information submitted in response to all elements of Section C.02, below, will form the proposal and serves as the established evaluation criteria when determining the selection of a successful Proposer and award of a future agreement under this Request for Proposals. Authority's evaluation of firms as best qualified will include, but not necessarily be limited to, the following considerations (in no order of preference or weighting):

- A. Experience of the Proposer, project manager, and key support personnel
- B. Organizational staffing and structure
- C. Understanding of the scope of services, LCPA objectives, and the contract services requested
- D. Pricing information
- E. Past record of performance working on similar contracts
- F. Responsiveness/knowledge of local conditions. Knowledge of southwest Florida conditions, southwest Florida office commitment, number of southwest Florida employees, experience with southwest Florida permitting, commitment to local economy, etc.
- G. Current workload
- H. DBE/WMBE participation, past performance on other contracts and proposed approach
- I. References
- J. Any other information deemed pertinent by the Evaluation Committee, Airport Special Management Committee or Board of Port Commissioners during the selection process

#### **C.02 INFORMATION TO BE SUBMITTED**

All information identified in this section must be contained within the Proposal. The contents of each Proposal must be **separated and must be organized in the same order and following the same format as listed below**, identifying the Proposer's response to each specific item. All information should be submitted in Times New Roman 11 font. Page limitations may apply to some sections, and includes photos and graphics and any other information. Proposal pages should be numbered.

## SECTION 1 – EXECUTIVE SUMMARY & TABLE OF CONTENTS

Provide an Executive Summary on company letterhead that includes a discussion of the client oriented approach and understanding of the Authority's goals and objectives. The executive summary must be signed by the person or persons authorized to bind the Proposer in a contract with the Authority. The Executive Summary must reference RFP 21-81, Skyplex Consultant and Brokerage Services and must not exceed four pages.

Include a Table of Contents following the sections identified below and include page numbering.

## SECTION 2 – MINIMUM QUALIFICATIONS

To qualify for consideration, Proposers must meet the following minimum qualification requirements:

Proposer must be registered with the State of Florida, Division of Corporations, to do business in Florida at the time the proposal is submitted.

**The Authority requests a copy of Proposer's registration; however, the Authority will verify registration.**

Proposers' response to this section is limited to two pages.

## SECTION 3 – PROPOSER'S ORGANIZATIONAL STRUCTURE AND LOCATION

Provide the following information about the Proposer's organization:

- A. Identify Proposer's legal status and legal name, including DBA, that will be on any future executed agreement;
- B. State of organization or incorporation;
- C. Ownership structure of the Proposer - Include a statement advising specifically which type of business entity the Proposer is organized as (e.g. a sole proprietorship, partnership, corporation, limited liability corporation (LLC), joint venture, or other form of business entity, etc.).
- D. Indicate the length of time the Proposer has been in business, and/or whether a specific partnership or corporation is being formed solely for this Agreement. If the entity consists of more than one company, the identities, roles, and time in business of each company must be included.
  - 1) If a sole proprietorship, state the full name, address, telephone number, and email address of the individual doing business.
  - 2) If a partnership, state the full name, address, telephone number, email address, and other occupation (if any) of each and every partner; whether he/she is full or part time; whether each partner is a general or limited partner; and the proportionate share of the business owned by each partner. Provide a copy of the partnership agreement.
  - 3) If a corporation, state the full name, address, telephone number, email address, and title of each of the corporate officers and the state of incorporation. Also, include a copy of the Articles of Incorporation.
  - 4) If a limited liability company, state the names, addresses, telephone numbers, and email addresses of the members; the proportionate share of the company owned by each member; and, for any members that are not individuals, identify the

member's type of business entity, jurisdiction where formed, and principal officers, partners, or members. Include a copy of the LLC's operating agreement.

- E. Contact information for corporate headquarters to include address, phone and email;
- F. Contact information for the office from which the work is primarily being performed to include address, phone and email.
- G. Offices and Employees – Please provide:
  - o Total number of employees
  - o Address and phone number of corporate headquarters
  - o Number of offices in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
  - o Locations and current staffing number for each office in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
  - o Locations and current staffing number of other offices in the US

Proposer's response to this section must not exceed ten (10) pages.

#### **SECTION 4 – PROPOSER'S EXPERIENCE**

Provide the following information about Proposer's (company submitting a proposal) experience:

- A. Explain Proposer's experience within the past ten years in identifying development uses and areas for aeronautical and non-aeronautical businesses. Provide a list of contracts with active dates that best demonstrates the Proposer's experience and briefly describe the purpose and value of each contract.
- B. Describe Proposer's specific experience with development in the southwest Florida market. Provide a list of contracts, including effective dates, that best demonstrates the Proposer's experience and briefly describe the purpose and value of each contract.
- C. Describe national experience Proposer has representing similar types of mixed-use developments.
- D. Identify any other relevant experience.
- E. Describe relevant experience Proposer has in dealing with issues and problems, especially experience involving airports, and/or projects in the Southwest Florida region.
- F. Describe any significant or unique accomplishments or recognition received by Proposer in the performance of services similar to the services described herein.

Proposer's response to this section must not exceed fourteen (14) pages.

#### **SECTION 5 – KEY PERSONNEL**

In this section, Proposer will introduce its key team members including the proposed project manager. Proposer is requested to highlight individual backgrounds, experience, and achievements earned while providing services that are the subject of this RFP.

- A. Identify the primary contact (Project Manager). This individual will be responsible for the timely provision of all services and to whom all day-to-day communications will be directed. Provide a resume that includes at least the following detail:

- Indicate the office location where the Project Manager is currently working
  - Education including any degrees (list institutions and certifications)
  - Total number of years of experience performing real estate brokerage services
  - Total years of experience performing real estate brokerage services in Southwest Florida
  - Number of years employed by the Proposer
  - Provide information that contains contract name, brief description of contract, role/responsibility of the Project Manager, total contract value, and begin/end dates of each cited contract to demonstrate the experience of the Project Manager with contracts:
    - for mixed use development
    - for real estate and/or brokerage services in the southwest Florida market area
    - for other areas of the United States
    - at other US airports
    - Other relevant experience
- B. List all persons authorized to make representations for the Proposer. Include names, titles, addresses, telephone numbers, and email addresses.
- C. Provide the names and titles of the personnel who would negotiate the Agreement.
- D. Provide an organizational chart to identify the placement of the project manager and key personnel. For each individual note the scope of work they will be associated with on the chart. All persons authorized to make representations for the Proposer should be included.
- E. Provide the resumes of all key personnel, including key support personnel that are currently employed by the Proposer and will be assigned to the agreement, if any. Details provided in the resume must provide dates of experience and specify:
- Name
  - Education including any degrees and certificates
  - Current office location
  - Number of years employed by the Proposer
  - Number of years working in southwest Florida (whether for proposal or other firm)
  - For each key support personnel, identify one (1) contract that contains a scope of service similar to the scope identified in this Request for Proposals that best demonstrates similar experience, the depth of the Proposer and the support to be offered to the Project Manager.
  - Provide dates of experience

Proposer's response to this section must not exceed fourteen (14) pages.

## **SECTION 6 – APPROACH**

Provide a detailed narrative of the Proposer's approach to the requested services included in this RFP and identify the most critical elements to consider.

Demonstrate Proposer's understanding of the scope of services and the Authority's objectives.

Describe Proposer's approach to staying ahead of the trends, being knowledgeable with current industry practices, and providing recommendations to proactively meet ever changing needs. Reference any market research or data collection used to determine the plan.

Provide a risk management plan that includes a list of risks related to the provision of services, the potential consequences or impact of each risk and the Proposer's proposed mitigation for each identified item.

Proposer's response to this section must not exceed fourteen (14) pages.

### **SECTION 7 – CONFLICT OF INTEREST AND BUSINESS ETHICS**

Disclose any circumstances where the conduct of the Proposer, or any officer, partner, major shareholder, or other related party is currently being investigated by any governmental, administrative, or law enforcement entity or agency. Also disclose any adverse decision against the Proposer or such related parties (including, but not limited to judgments entered by any court, whether state or federal), or settlement with any such legal or administrative body in the past five years.

If Proposer or any related parties have other business interests or relations that may cause, or appear to cause, a conflict of interest in its business with the Authority the details of such conflicts must be stated here. If no conflicts exist that fact should also be stated here.

Proposer must disclose whether it has been convicted of a public entity crime in its history and provide relevant dates and details concerning the conviction.

Proposer must disclose if it has ever been terminated from a contract.

Proposer must disclose if the Proposer has been involved in litigation with any of its customers within the past ten years prior to the date of proposal opening and briefly describe the circumstances.

The Authority desires to avoid any real or perceived conflicts of interest between the successful Proposer's professional duties and obligations to the Authority and to any third party client during the term of the agreement. Therefore, as part of the final negotiated agreement, the successful Proposer may be prohibited from performing any work for any third party related to development on RSW or Page Field, and may be prohibited from performing any work related to any property directly abutting an RSW or Page Field boundary, or the boundaries of the Port Authority Mitigation Lands, or located within an RSW or Page Field Runway Protection zone, or within the RSW Noise Overlay Zone.

In responding to this RFP, all Proposers acknowledge that any services performed for a third party that have the potential to be a real or perceived conflict may be in violation of the agreement with the Authority and cause for termination.

Proposers must identify and disclose any airline, other aviation-related clients and any of the clients with an interest in real property development in the general proximity of RSW, Page Field or the boundaries of the Port Authority Mitigation Lands, to whom the firm is currently providing services, or expects to provide services during the term of this agreement, and must describe the nature of the services provided. Potential conflicts of interest will be considered in evaluating responses to this Request for Proposals. If no conflicts exist, this fact should be stated.

Proposer's response to this section must not exceed five (5) pages.

### **SECTION 8 – DBE AND W/MBE HISTORY AND PLAN**

Proposers should submit a statement agreeing to ensure that DBEs and W/MBEs will have the maximum opportunity to participate in the performance of projects and tasks under any resulting agreement.



Demonstrate previous experience in achieving successful DBE and W/MBE participation on other contracts, including historical percentages of contracts, sample DBE or W/MBE assignments, DBE or W/MBE success stories, etc. Proposers should demonstrate a strong history of DBE or W/MBE participation, and a commitment to minority and disadvantaged businesses participation. Proposer must commit to working with the Authority on achieving satisfactory DBE and W/MBE contracting opportunities.

Proposer's response to this section must not exceed four (4) pages.

## **SECTION 9 – FEE AND COST PROPOSAL**

Proposers must submit pricing information to establish the basis of pricing for services provided pursuant to any agreement resulting pursuant to this RFP. Provide proposed hourly rates of key employees. Provide proposed Brokerage Commission rates expressed as a percentage of the total value of airport property lease. For the purposes of this RFP, Proposers should assume all airport property to be developed under any contract resulting from this RFP to be leased, not sold.

To allow Proposer the flexibility to submit cost and fee information it deems essential, Proposer is requested to provide any additional cost proposal information as desired by the Proposer. Since this pricing information is a factor in the overall evaluation of the Proposal, the Proposer commits to this pricing for the services listed in this RFP. During contract negotiations, this pricing information may change, be expanded on, or reduced, depending on the final negotiated scope of work and contract, but only with the agreement of the LCPA. Each Proposer commits, through the submission of its proposal that the Pricing Information is guaranteed unless changes in pricing is otherwise agreed to by the Authority.

## **SECTION 10 – REFERENCES**

Complete **Form 5** with the following information:

**Project Manager References:** Provide a listing of at least two (2) previous contracts that the person identified as the Project Manager served as Project Manager that best exemplifies the Project Manager's abilities to successfully serve as Skyplex Real Estate and Brokerage Services. For each reference:

- 1) Provide the Contract Name and location.
- 2) Provide the year the Project Manager worked on the contract.
- 3) Provide the name of the firm which employed the Project Manager during the contract.
- 4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract work was performed or who was directly involved with the administration/supervision of all projects. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm's RFP response.

**Proposer References:** Provide a listing of one (1) previous contract that the Proposer (company submitting a proposal) served a major role in completing that best exemplifies the Proposer's abilities to successfully serve as Skyplex Real Estate and Brokerage Services. For each contract reference:



- 1) Provide the Contract Name and location.
- 2) Provide the year the firm worked on the contract.
- 3) Provide the name of the entity/organization that contracted with the Proposer.
- 4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract work was performed or who was directly involved with the administration/supervision of the project. Up-to-date and current contact information is requested and is the sole responsibility of the Proposer. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the Proposer's proposal.

### **SECTION 11 – OTHER REQUESTED INFORMATION**

Provide a discussion on the following points:

- 1) On-call responsiveness of the Project Manager and Proposer
- 2) Willingness of the Project Manager and Proposer to accept all assignments (no job too small)
- 3) Timeliness of completing quick-turn assignments
- 4) Ability to meet project/contract budget and scheduling demands
- 5) Knowledge of local conditions, codes, regulations and permit requirements
- 6) Knowledge of general airport regulations and requirements
- 7) Ability to work with other consultants/contractors – team approach

Proposer's response to this section must not exceed ten (10) pages.

### **SECTION 12 - REQUIRED PROPOSAL FORMS**

The following forms must be included in Section 9 of the proposal:

- Form 1: Proposer's Certification
- Form 2: Lobbying Affidavit
- Form 3: Public Contracting and Environmental Crimes Certification
- Form 4: Scrutinized Companies Certification
- Form 5: Firm References (Do not list any LCPA employees)
- Proof of insurance or insurability (see RFP Part F and Exhibit A – sample agreement). Provide a written statement of assurance of Proposer's ability to meet the insurance requirements.
- Provide a copy of any certifications are licenses required to perform the services contained in this RFP
- Proposer's W9
- Proposer's FEIN number

### **SECTION 13 – TRADE SECRETS**

In accordance with Part A., A.20, Proposers are required to identify any trade secret being claimed. **Designation of an entire proposal as 'trade secret', 'proprietary' or 'confidential'**



**is not permitted and may result in a determination that the proposal is nonresponsive and therefore the proposal will not be evaluated or considered.**

The Proposer must cite, for each trade secret claimed, the Florida statute number that supports the designation of the information as a trade secret and include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret.

Additionally, in this section Proposer must provide a copy of its proposal that redacts all information designated as trade secret, subject to Authority review and approval.

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The Authority reserves the right to request additional information and clarification of any answer or information submitted, including any omission from the original proposal. Additionally, the Authority reserves the right to waive any informalities or irregularities in any proposal and to reject any and/or all proposals in its sole discretion.

**END OF PART C**

## **PART D**

### **EVALUATION OF PROPOSALS**

#### **D.01 PROPOSAL EVALUATION**

The Authority's Staff Evaluation Committee will meet to review the submitted proposals at one or more publicly noticed meetings, as it deems necessary. After reviewing all responsive Proposals, the Staff Evaluation Committee will forward proposals to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Staff Evaluation Committee will make recommendations to the ASMC that include a suggested order of preference of the proposal the Staff Evaluation Committee finds most qualified to perform the requested services.

Even though the Staff Evaluation Committee provides input and recommendations as part of the selection process, the Staff Evaluation Committee does not and cannot short-list the proposals. In accordance with this Request for Proposals, Florida Statutes, and the Board approved Lee County Port Authority Purchasing policy, the selection process, including potential short-listing of firms, oral presentations, etc., rests solely with the ASMC with final ranking approval by the Lee County Board of Port Commissioners.

The ASMC, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the firms it selects from among those submitting proposals. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it will set the date, place and time for that meeting, and then establish the order of presentations for interviews by lot before adjourning.

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the ASMC selection will be based on its review and evaluation of the proposals received from qualified firms at its initial public meeting. Authority staff and members of outside agencies (e.g., FAA and FDOT) may participate in the oral presentations or interviews as appropriate.

Consideration will be given to certified Disadvantaged Business Enterprise Minority Business Enterprise and Women Business Enterprise consultants in accordance with applicable governmental laws, policies, or regulations, as applicable.

At the conclusion of its evaluations, the ASMC will establish at a public meeting, by consensus, a list of at least three (3) Proposers deemed most qualified and capable to perform the required services. The ASMC will report its recommendations and order of preference to the Board of Port Commissioners.

Should the ASMC determine from its evaluations that there are fewer than three (3) qualified Proposers submitting proposals, it will provide the Board of Port Commissioners with such recommendation(s) as it deems appropriate under the circumstances.

The Board of Port Commissioners, after consideration of the recommendation(s) and order of preference reported by the ASMC, will take such action as it deems appropriate to approve, in order of preference, the Proposer(s) that it deems qualified and capable to perform the required services, and authorize Authority staff to enter negotiations with the top ranked firm(s).

Award of any resulting agreement is subject to the recommendation of the ASMC and approval by the Board of Port Commissioners. The ASMC and the Board of Port Commissioners have the sole rights to recommend and award, respectively, multiple contracts under this solicitation and assign work based on Board endorsed policies.

The Staff Evaluation Committee, the ASMC and/or the Board of Port Commissioners reserves the right to request additional information and clarification of any answer or information submitted, including any omission from the original proposal. Additionally, the Authority reserves the right to waive any informalities or irregularities in any proposal and to reject any and/or all proposals in its sole discretion.

**D.02 AUTOMATIC DISQUALIFICATION**

Proposers will be disqualified from consideration for award of an agreement for any of the following reasons:

- Failure to submit Proposer's Certification with the submitted proposal
- Lobbying the Lee County Board of Port Commissioners, members of the ASMC, or employees of Lee County Port Authority, individually or collectively, regarding this Request for Proposals
- Collusion with the intent to defraud or other illegal practices upon the part of any Proposer submitting a proposal
- Being on the Convicted Vendors List
- Being on any Scrutinized Companies List or otherwise ineligible to submit a proposal pursuant to section 287.135, Florida Statutes
- Not being registered or authorized to do business in the state of Florida prior to submitting a proposal

**D.03 REVIEW OF PROPOSALS**

The Staff Evaluation Committee will determine from the proposals and subsequent investigation as necessary, the Proposer(s) whose proposals best meet the Authority's requirements.

The Staff Evaluation Committee will place a high level of emphasis on the Proposer's experience and staff qualifications. Prices quoted in the proposal will be considered a contributing determining factor, but not the sole contributing factor, between Proposers with similar qualifications that have met all minimum qualifications.

In its review, the Staff Evaluation Committee may take some or all of the following actions:

- 1) Review all proposals pursuant to the evaluation factors stated herein;
- 2) List Proposers in a recommended order of preference for further consideration in oral interviews, and presentations or;
- 3) Recommend a ranked order of preference of qualified Proposers to the ASMC and Board of Port Commissioners; and
- 4) Receive written clarification of a submitted proposal.

**D.04 TENTATIVE SOLICITATION SCHEDULE**

The following tentative schedule is provided as a general guide on timing for this solicitation. The schedule is subject to change. Notices of the receiving due date, staff evaluation committee, ASMC and Board of Port Commissioners meetings are posted at [www.flylcpa.com/legalnotices/](http://www.flylcpa.com/legalnotices/). Please refer to the website for schedule information.

|            |                                                        |
|------------|--------------------------------------------------------|
| 08/27/2021 | Non Mandatory Pre-Submittal Meeting                    |
| 09/08/2021 | Deadline for Questions/Clarifications at 5:00 p.m.     |
| 09/29/2021 | Electronic Proposal Due Date by 3:00 p.m.              |
| 10/14/2021 | Staff Evaluation Committee Meeting at 1:00 p.m.        |
| 11/16/2021 | Airports Special Management Committee (ASMC)           |
| 12/21/2021 | Oral Presentations (ASMC), if needed                   |
| Jan. 2022  | Board of Port Commissioners approval of ASMC selection |
| TBD        | ASMC Agreement review/approval                         |
| TBD        | Board of Port Commissioners Agreement approval         |

**END OF PART D**

**PART E**  
**NEGOTIATION OF THE AGREEMENT**

**E.01 GENERAL**

The successful Proposer's proposal will serve as the basis for negotiating an Agreement. Upon submission, all proposals become the property of the Authority which will have the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposals, whether the Proposal is accepted or not.

**E.02 NEGOTIATION**

The ASMC will make recommendation(s) to the Board of Port Commissioners of those Proposers it determines are best qualified to perform the requested services and with which the Authority should enter into negotiations, if any. Upon Board approval of the recommendation(s), the successful Proposer(s) will be invited to enter into negotiations. These negotiations are generally relative to the scope of services to be performed and the associated costs.

**E.03 AGREEMENT**

Each firm selected to perform services under this solicitation will be asked to enter an agreement containing general terms applicable to all services provided, without addressing specific financial issues.

**E.04 AWARD**

Award of any resulting agreement is subject to the recommendation of the ASMC and approval by the Board of Port Commissioners.

**END OF PART E**

**PART F**  
**INSURANCE, INDEMNIFICATION, AND BOND REQUIREMENTS**

All Proposers should furnish proof of acceptable insurance. A copy of the Proposer's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the proposal.

No agreement will be approved or entered into pursuant to this Request for Proposals until all insurance coverage(s) indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Proposer. The successful Proposer must obtain and submit to the Purchasing Office within five (5) calendar days from the date the notice of intent to award is issued, proof of the following minimum amounts of insurance on a standard ACCORD form. The insurance provided will include coverage for all parties employed by the Proposer. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the Agreement.

**Insurance Requirements (Types and Limits)**

Commercial General Liability, including premises, operations, airside automobile, bodily injury, personal injury, property damage, and contractual liability, with a minimum combined single limit of \$1 million, and products-completed operations, with a minimum limit of \$2 million aggregate. Coverage must include the following: All premises and operations, products- completed operations, independent contractors, separation of insured, defense and contractual liability. Successful bidder must provide the following types of insurance with minimum limits as indicated:

|                                     |             |                             |
|-------------------------------------|-------------|-----------------------------|
| <b>Commercial General Liability</b> | \$1,000,000 | General Aggregate           |
|                                     | \$2,000,000 | Products & Comp. Ops. Agg.  |
|                                     | \$1,000,000 | Personal/Advertising Injury |
|                                     | \$1,000,000 | Each Occurrence             |
|                                     | \$50,000    | Fire Damage                 |
|                                     | \$5,000     | Medical Expenses            |

Such insurance must be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least \$5 million per person and per accident for bodily injury, and \$5,000,000 per accident for property damage; OR a combined single limit of at least \$5 million per accident. Successful bidder must provide the following types of insurance with minimum limits as indicated:

|                             |             |                       |
|-----------------------------|-------------|-----------------------|
| <b>Automobile Liability</b> | \$5,000,000 | Combined Single Limit |
|-----------------------------|-------------|-----------------------|

Such insurance must be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements. An Excess Liability or Umbrella policy can be sued to satisfy the above limits.

Workers' Compensation insurance as required by the State of Florida, and Employers' Liability insurance with limits of at least \$1 million per accident for bodily injury and \$1 million per employee for disease. Successful bidder must provide the following types of insurance with minimum limits as indicated:

|                              |                            |
|------------------------------|----------------------------|
| <b>Worker's Compensation</b> | Florida Statutory Coverage |
|------------------------------|----------------------------|



|                             |             |                       |
|-----------------------------|-------------|-----------------------|
| <b>Employer's Liability</b> | \$1,000,000 | Each Accident         |
|                             | \$1,000,000 | Disease Policy Limit  |
|                             | \$1,000,000 | Each Employee/Disease |

This insurance must cover the Bidder (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements).

The successful Bidder must resolve all claims arising out of any incident or accident during the performance of the "work" or operations performed that involve property damage and/or injury.

### **Additional Insured**

Lee County Port Authority must be named as an additional insured on all policies except for workers' compensation. The policy must be endorsed to include the following language "The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.

### **Acceptability of Insurers**

Insurance is to be placed with insurers duly licensed and authorized to do business in the State of Florida and with an AM Best rating of not less than A-Vii. The Authority in no way warrants that the above required minimum insurer rating is sufficient to protect the successful Proposer from potential insurer insolvency.

### **Waiver of Subrogation**

Insurance will be primary and noncontributory and will include a Waiver of Subrogation by both the successful Proposer and its insurers in favor of the Authority on all policies including general liability, auto liability and the workers' compensation policy, as well as any umbrella or excess policy coverage.

### **Certificate of Insurance**

Prior to the execution of an Agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, the successful Proposer will furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the proposal. The appointed insurance agent or carrier will be duly licensed to provide coverage and honor claims within Florida.

**Please send the certificate of insurance with Lee County Port Authority as certificate holder to [riskmanagement@flylcpa.com](mailto:riskmanagement@flylcpa.com).**

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory.

### **Policy on Request**

If requested in writing by the Authority, the successful Proposer will provide the Authority with a certified copy of all applicable insurance policies.



**Change in coverage**

The successful Proposer is required to provide a minimum of thirty (30) days written notice to the Port Authority Risk Manager of any cancellation, nonrenewal, termination, material change, or reduction of any coverage required herein. All such notices will be sent directly to Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL, 33913. If the successful Proposer fails to provide the requisite notice, the Authority may terminate any agreement(s) with the successful Proposer.

**Subcontractor's requirement**

The successful Proposer must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

**Sovereign Immunity**

The successful Proposer understands and agrees that by entering an Agreement with Proposer, the Authority does not waive its sovereign immunity and nothing herein will be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.

**Indemnification, General Liability & Patent or Copyright**

The successful Proposer will defend, indemnify, and hold harmless Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the successful Proposer, or anyone performing any act required in connection with performance of any Agreement awarded pursuant to this RFP.

The successful Proposer represents that it knows of no allegations, claims, or threatened claims that the services, materials, or information that it proposes to be provided to the Authority under this RFP infringe any patent, copyright, or other proprietary right. The successful Proposer will defend, indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents and other representatives of, from and against all losses, claims, damages, liabilities, costs, expenses and amounts arising out of or in connection with an assertion that any Proposer's services, materials or information to be provided or the use therefore, infringe any patent, copyright or other proprietary right of any third party.

The successful Proposer's obligations to defend, indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents and other representatives, as stated in this section, will apply and extend to the performance of any services by Proposer to the Authority as contained in the Proposal and any negotiated agreement(s), and these obligations survive termination or the completion of the services contracted for, whether partially or fully performed.

**Proposal Guaranty and Bond Requirements**

The following bonds and performance and payment guarantees are required if checked:

**Performance Guarantee:** *If checked*, a performance guarantee or security deposit in the amount of \$25,000 must be presented by the successful Proposer to the Authority within ten days of issuance by the Authority of the written notice of intent to award the Agreement.

The purpose of the performance guarantee is to serve as a security deposit for the full and faithful performance by the awarded Lessee of all terms, covenants, and conditions of the Agreement including but not limited to the rentals, fees and charges to be paid, throughout the term of the Agreement, including any renewal periods thereof.

The performance guarantee must be issued by a surety acceptable to the Authority, or may be submitted in the form of an irrevocable letter of credit in favor of the Authority guaranteeing full and satisfactory performance.

The performance guarantee will remain in full force and effect for the entire term of the Agreement, including any renewal periods. Failure to maintain the performance bond is cause for termination of the Agreement.

**END OF PART F**



**PART G  
FORMS**

**FORM 1: PROPOSER’S CERTIFICATION**

As an authorized representative of the Proposer, I certify that I have carefully examined the Request for Proposals (RFP), which includes scope, requirements for submission, general information and information concerning the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda:

|                  |             |                  |             |
|------------------|-------------|------------------|-------------|
| Addendum # _____ | Date: _____ | Addendum # _____ | Date: _____ |
| Addendum # _____ | Date: _____ | Addendum # _____ | Date: _____ |

I hereby propose to provide the services requested in this Request for Proposals. I agree that the Authority terms and conditions herein will take precedence over any conflicting terms and conditions submitted with the RFP and I agree to abide by all conditions of this document.

I certify that all information contained in the RFP is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this RFP on behalf of the Proposer as its agent and that the Proposer is ready, willing and able to perform if awarded a contract.

I certify that I have attended the non-mandatory pre-proposal meeting and I fully understand the requirements. I further certify, under oath, that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting a RFP for the same product or service. No officer, employee or agent of the Port Authority or of any other company who is interested in said RFP. And, the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

|                                   |                                        |
|-----------------------------------|----------------------------------------|
| _____<br>NAME OF BUSINESS         | _____<br>MAILING ADDRESS               |
| _____<br>AUTHORIZED SIGNATURE     | _____<br>CITY, STATE & ZIP CODE        |
| _____<br>NAME, TITLE, TYPED       | _____<br>TELEPHONE NUMBER / FAX NUMBER |
| _____<br>FEDERAL IDENTIFICATION # | _____<br>E-MAIL ADDRESS                |



**FORM 2: LOBBYING AFFIDAVIT**

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

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

\_\_\_\_\_ being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of \_\_\_\_\_ (Proposer), maker of the attached RFP and that neither the Proposer nor its agents have lobbied to obtain an award of the Agreement required by this Request for Proposals from Lee County Board of Port Commissioners, members of the Airports Special Management Committee or employees of Lee County Port Authority, individually or collectively, regarding this Request for Proposals. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. section 1352, 49 CFR Part 20 and Lee County Ordinance No. 03-14 relating to lobbying activities.

\_\_\_\_\_  
AFFIANT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me, by physical means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_ who produced the following as identification \_\_\_\_\_ or is personally known to me, and who did/did not take an oath.

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

\_\_\_\_\_  
Serial/Commission No.

**NOTE - THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH JOINT VENTURE PARTNER**



**FORM 3: PUBLIC ENTITY CRIMES CERTIFICATION**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES**

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The Proposer certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PROCUREMENT AGENT FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[Signature]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_ who produced the following as identification \_\_\_\_\_ or is personally known to me, and who did/did not take an oath.

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

\_\_\_\_\_  
Serial/Commission No.



**FORM 4: SCRUTINIZED COMPANIES CERTIFICATION**

Proposer hereby certifies under penalties of perjury as of the date of submission of its RFP to provide goods and services to Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in section 287.135, Florida Statutes, is not engaged in business operations in Cuba and Syria; and will not engage in “Boycott Israel” activities, as defined in section 215.4725 (1)(a), Florida Statutes, that result in Proposer being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded pursuant to this Request for Proposals.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING OFFICE FOR LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY’S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM LEE COUNTY PORT AUTHORITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[Signature]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_ who produced the following as identification \_\_\_\_\_ or is personally known to me, and who did/did not take an oath.

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

\_\_\_\_\_  
Serial/Commission No.

## **INSTRUCTIONS FOR FORM 5: REFERENCES**

Proposers are required to provide this reference request form to an entity with whom it has recently provided similar services. The Authority requires two (2) references that demonstrate Proposer's performance on a recent, relevant and similar project. **DO NOT use current Lee County Port Authority employees as references.**

**REFERENCES ARE NOT TO BE SUBMITTED WITH PROPOSER'S Request for Proposal (RFP) electronic submission.** The entity providing the reference about the Proposer will return this form by email directly to the Purchasing Agent listed on Form 5.

It is the Proposer's responsibility to confirm directly with the entities who they have asked to provide a reference that Form 5 has been submitted in a timely manner by the entities. **DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

### **Proposer will complete:**

Section 1 – Insert Proposer's name and a brief description of the services being provided by the Proposer.

### **Referring entity (your reference) is required to complete:**

Section 2 – Reference Information

**References should not be returned by the Proposer.** At least two (2) references are required.

**Failure to have references emailed directly to the Lee County Port Authority Procurement Agent listed on the top of Form 5, on or before the due date set for receipt of proposals may cause your firm to be considered nonresponsive.**

**[Remainder of page intentionally left blank]**





**FORM 5: PROPOSER REFERENCE CHECK (Please Print Legibly)**

|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>FIRM REQUESTING REFERENCE</b>                                                                                                                                         | <b>Section 1</b>                                                                                          | <b>Reference Information<br/>(To be filled out by RFP Proposer)</b>             | <b>Please complete and return to:</b>                                                                      |
|                                                                                                                                                                          | Proposer Name:                                                                                            |                                                                                 | Procurement Rep: <u>Nick Diaz</u><br><b>Due Date: <u>September 24, 2021</u></b>                            |
|                                                                                                                                                                          | Description of Services Provided                                                                          |                                                                                 | Total # Pages:<br>Phone: 239-590-4556<br>Email: <a href="mailto:nidiaz@flylcpa.com">nidiaz@flylcpa.com</a> |
| <b>You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above.</b> |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>Section 2</b>                                                                                          | <b>Reference Information – (To be filled out by person providing reference)</b> |                                                                                                            |
|                                                                                                                                                                          | Name & Title:                                                                                             |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Company:                                                                                                  |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Email:                                                                                                    |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Phone:                                                                                                    |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>Section 3</b>                                                                                          | <b>***** FIRM REFERENCE QUESTIONS*****</b>                                      |                                                                                                            |
|                                                                                                                                                                          | <b>1. What was your job title and role during the referenced work/contract?</b>                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>2. Describe the services provided by the Proposer.</b>                                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>3. How responsive was the Proposer in providing necessary resources to fulfill this work/contract?</b> |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>4. How was the relationship between this Proposer and other team members? Explain.</b>                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>5. Were assignments consistently completed on time and on budget?</b>                                  |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>6. How quickly did the Proposer respond to questions from your company about the work/contract?</b>    |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>7. In your opinion, what was a strength exhibited by the Proposer?</b>                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>8. Was the Proposer proactive in resolving issues?</b>                                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>9. Was the Proposer accountable for mistakes that were brought to their attention?</b>                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>10. Would you hire the Proposer again?</b>                                                             |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>11. Additional comments or feedback.</b>                                                               |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |



Purchasing Office  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
(239) 590-4560

**ADDENDUM No. 1**

**POSTED DATE: 8/27/21**

**REQUEST FOR PROPOSALS (RFP) 21-81MMW**

**DEVELOPMENT OF SKYPLEX – CONSULTANT AND BROKERAGE SERVICES  
FOR LEE COUNTY PORT AUTHORITY**

**ADDENDUM #1 POSTED COPIES OF THE POWER POINT PRESENTATION  
FROM THE 8/27/2021 PRE-PROPOSAL MEETING AND A RESPECTIVE AUDIO  
RECORDING INTO THE IONWAVE WEBSITE.**



Purchasing Office  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
(239) 590-4560

## **ADDENDUM No. 2**

**ISSUE DATE: 9/15/2021**

### **REQUEST FOR PROPOSALS (RFP) 21-81MMW**

#### **DEVELOPMENT OF SKYPLEX – CONSULTANT AND BROKERAGE SERVICES FOR LEE COUNTY PORT AUTHORITY**

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Interested parties are officially informed that the referenced solicitation is hereby revised, changed, and/or supplemented as set forth below. The information in this addendum is hereby incorporated into and made a part of the solicitation documents as if contained in the originally issued document.

#### **Item 1 CLARIFICATIONS**

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- 1. During the pre-proposal meeting on August 27, 2021, an inquiry was made in regards to DBE and W/MBE requirements for submittals. Please see the message below for clarification on the proposal requirements as it pertains to Part C.02 Information to Be Submitted, Section 8 – DBE and W/MBE History and Plan.**

**Responding firms are asked to demonstrate their knowledge of minority participation programs and successes utilizing minority participation sub-consultants and subcontractors on other projects. Basically, the Authority looks for the firm's commitment and understanding of minority participation programs, and expects that responding firms present some historical data about the goals and achievements in other projects/contracts.**

#### **Item 2 QUESTIONS**

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**Question 1: In regards to soils, are there any geotechnical reports available or data referencing what we are working from?**

**Answer: No. There are no geotechnical reports or data referencing the soils in the Skyplex development area that have been recently prepared.**

**Question 2: You stated that the Army Corp and SWFWMD have both been initiated. What is the status and what responses have you been given so far? Also, is this on the 344 zoned acres or all 600 acres?**

**Answer:** The Authority staff has been working with the Corps regarding a JD application for the entire Skyplex area, which is approximately 1,800 acres; inclusive of the acreage in this solicitation. Due to the change of the State's assumption of the 404 program, the Corps has transferred the pending Corps approved JD application to the FDEP for processing. The details of the permit application, timing, etc. are still being discussed with the regulatory agencies at this time.

**Question 3:** In regards to noise zones, are there limitations or changes that can and/or do occur with this as the airport grows?

**Answer:** Information regarding airport overflights and noise can be found on the airport website at <https://flylcpa.com/noise/>. The noise study contained in the link was completed in 2013 and captures a twenty (20) year outlook.

**Question 4:** Any documentation on infrastructure as it relates to power capacity, sewer capacity, gas access, and access to fiber/cable or other network?

**Answer:** No. There is no comprehensive documentation available at this time for power capacity, sewer capacity, gas access, and access to fiber/cable or other network.

**Question 5:** Current zoning with a cap of 2,200 trips – How aggressive is the airport with regards to changing the zoning and increasing density allocation? Based on the district map, there is substantially more of every use but has the rezone been initiated?

**Answer:** The airport Board of Port Commissioners also sits as the County Commissioners for Lee County. Both entities will look for recommendations from the selected consultant.

**Question 6:** Is the Authority interested and willing to contribute to delivery conditions of the sites in regards to land development, expanding the road network, and/or building buildings?

**Answer:** The Authority may participate in backbone infrastructure (i.e. utilities, land clearing, roads, etc.) but would not likely be involved in vertical development. The Authority is looking for recommendations from the selected consultant.

**Question 7:** Strategically, the zoning and approvals could take approximately 18-24 months. Would the Authority consider a five (5) year contract instead of a three (3) year contract?

**Answer:** The final term of the contract will be negotiated with the selected consultant.

**Question 8:** There is strategic land that could be purchased abutting current owned land. Would the Authority consider purchasing additional land?

**Answer:** No, not for non-aviation development.

**Question 9: It is our understanding that Daniels Parkway is a failing road. Have there been any updated discussions on expanding or improving Daniels Parkway or is it expected that Alico Road will relieve substantial traffic from Daniels Parkway to free up capacity?**

**Answer: Daniels Parkway and Alico Road are maintained by the County. These roadways are outside of airport property.**

**Question 10: A.28 references providing audited financial statements. Is the Authority seeking full disclosure of all of our private companies' financials or simply a statement from CPA clarifying financial strength?**

**Answer: A.28 Financial Responsibility states Proposers may be required to demonstrate financial responsibility during the evaluation process upon the request by the Authority. If the Authority makes this request during the evaluation process, Proposers must furnish audited financial statements for the past two fiscal years, in which these statements must be prepared in accordance with generally accepted accounting practices, signed by an independent certified public accountant, and provided to the Authority within ten (10) calendar days of the request. The Authority does not need full disclosure of all of Proposer's private companies' financials. A statement(s) that summarizes the financial strength of the entire firm will suffice, but must be audited documents from the past two fiscal years, prepared in accordance with generally accepted accounting practices, signed by an independent certified public accountant, and provided to the Authority within ten (10) calendar days of the request.**

**Question 11: Do tenants of the land leases pay property taxes?**

**Answer: It is the Authority's understanding that the airport land is immune from ad valorem taxation because it is owned by Lee County, but that the value of tenant-owned improvements (such as buildings) are subject to ad valorem taxes which are payable by the tenant.**

**Question 12: The RFP references Authority land abutting I-75. What portion are you referencing?**

**Answer: The current airport property boundary can be found on the airport website at <https://flylcpa.com/propertyboundary/>**

**Question 13: Will Proposers get access to the CAD drawing of the current layouts to show some different strategies in our proposals?**

**Answer: No, the Proposers will not get access to the CAD drawing of the current layouts at this time.**

**Question 14: Has the development of the greenway occurred or just proposed?**

**Answer: The development of the greenway has not occurred and is just proposed.**

**Question 15: Is the Authority seeking support for managing current leases in this proposal?**

**Answer: No, the Authority is not seeking support for managing current leases at this time.**

**Question 16: Section 3.D.4 on page 16 of the RFP requests percent of ownership of each member being disclosed. If one person is greater than 50% owner, is the remaining ownership specific information required or just disclosure of ownership?**

**Answer: Part C.02 Information to Be Submitted, Section 3 – Proposer’s Organizational Structure and Location, Letter D, Number 4 declares “If a limited liability company, state the names, addresses, telephone numbers, and email addresses of the members; the proportionate share of the company owned by each member; and, for any members that are not individuals, identify the member’s type of business entity, jurisdiction where formed, and principal officers, partners, or members. Include a copy of the LLC’s operating agreement.” Please disclose all ownership specific information requested of all individuals that are members and all member entities.**

**Question 17: In Lee County Port Authority’s “Pre-Submittal Online Meeting Presentation” on August 27th (which was issued as an Addendum), the “Skyplex Vision Plan” is presented. This Vision Plan was also in the RFP package as “Attachment A – Skyplex Vision Plan.” Is this Vision Plan set and must be respected and not altered, or is the purpose of the current RFP assignment to amend, refine and embellish this plan to advance it to Implementation, Action and Property Development Deal Offerings?**

**Answer: The Skyplex Vision Plan is the ideal long term development plan for the area; however, based on market analyses, etc., it may not be attainable. The Authority is looking for the selected firm to advise on recommended changes to the Vision Plan; not just for the sake of change, but based on data as to why the Vision Plan, as drawn, and the overall objectives for Skyplex development cannot be accomplished.**

**Question 18: To what degree has Lee County Port Authority conducted “Cost Analysis” for roads, infrastructure, utilities, services, landscaping, wetland and environmental mitigation, etc., and are costs a key concern, as the RFP appears to be more about creating a Development Plan and soliciting Development Offerings?**

**Answer: No cost analysis or infrastructure plan has been developed by the Authority. The Authority expects, at minimum, a cost analysis to be performed for any recommendation made by the selected firm in regards to roads, infrastructure, utilities, services, landscaping, wetland and environmental mitigation, etc.**

**Question 19: Is there a preference to have a local firm lead this assignment?**

**Answer: No. The ideal candidate would have both local knowledge/experience and national experience/reach.**

**Question 20: Is there a DBE or W/MBE goal set for this assignment, or is this an item that would be negotiated at the time of selection of the Preferred Proposer?**

**Answer: The DBE and/or W/MBE goals will be negotiated as part of the contract with the selected firm.**

Proposals must be submitted in IonWave before **3:00 p.m. on Wednesday, September 29, 2021**

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Melissa M. Wendel, CPPO, NIGP-CPP  
Procurement Manager  
Lee County Port Authority

cc: Mark Trank, Assistant Port Authority Attorney  
Mark Fisher, Deputy Executive Director, Development  
Emily Underhill, Division Director, Development  
Nick Diaz, Senior Procurement Agent



**FORM 5: PROPOSER REFERENCE CHECK (Please Print Legibly)**

|                                                                                                                                                                          |                                                                                                                                                                                   |                                                                                            |                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>FIRM REQUESTING REFERENCE</b>                                                                                                                                         | <b>Section 1</b>                                                                                                                                                                  | <b>Reference Information<br/>(To be filled out by RFP Proposer)</b>                        | <b>Please complete and return to:</b>                                                                      |
|                                                                                                                                                                          | <b>Proposer Name:</b>                                                                                                                                                             | Trinity Commercial Group                                                                   | Procurement Rep: <u>Nick Diaz</u><br><b>Due Date: <u>September 24, 2021</u></b>                            |
|                                                                                                                                                                          | <b>Description of Services Provided</b>                                                                                                                                           | Consulted and negotiated expansion of locations in Fort Myers, Tampa, and Orlando markets. | Total # Pages:<br>Phone: 239-590-4556<br>Email: <a href="mailto:nidiaz@flylcpa.com">nidiaz@flylcpa.com</a> |
| <b>You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above.</b> |                                                                                                                                                                                   |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | <b>Section 2</b>                                                                                                                                                                  | <b>Reference Information – (To be filled out by person providing reference)</b>            |                                                                                                            |
|                                                                                                                                                                          | <b>Name &amp; Title:</b>                                                                                                                                                          | Matthew Watkins, VP of Real Estate and Facilities                                          |                                                                                                            |
|                                                                                                                                                                          | <b>Company:</b>                                                                                                                                                                   | MD Now Urgent Care                                                                         |                                                                                                            |
|                                                                                                                                                                          | <b>Email:</b>                                                                                                                                                                     | matthewewatkins@gmail.com                                                                  |                                                                                                            |
|                                                                                                                                                                          | <b>Phone:</b>                                                                                                                                                                     | 9196022755                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>Section 3</b>                                                                                                                                                                  | <b>***** FIRM REFERENCE QUESTIONS*****</b>                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>1. What was your job title and role during the referenced work/contract?</b>                                                                                                   |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | I was/am the VP of Real Estate and Facilities.                                                                                                                                    |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | <b>2. Describe the services provided by the Proposer.</b>                                                                                                                         |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | Trinity provided our team with Market Analysis/Site Surveys, touring packages, lease administration, and overall real estate support for our growing Urgent Care locations in FL. |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | <b>3. How responsive was the Proposer in providing necessary resources to fulfill this work/contract?</b>                                                                         |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | They were by far the most responsive both in detail and time of any firm we work with.                                                                                            |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | <b>4. How was the relationship between this Proposer and other team members? Explain.</b>                                                                                         |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | They have continually sought to serve our organization, no matter the title/role or department.                                                                                   |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | <b>5. Were assignments consistently completed on time and on budget?</b>                                                                                                          |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | Yes, always.                                                                                                                                                                      |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | <b>6. How quickly did the Proposer respond to questions from your company about the work/contract?</b>                                                                            |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | Normally within hours.                                                                                                                                                            |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | <b>7. In your opinion, what was a strength exhibited by the Proposer?</b>                                                                                                         |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | One of their main principles is to serve their clients, and this is true throughout the process of working with them.                                                             |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | <b>8. Was the Proposer proactive in resolving issues?</b>                                                                                                                         |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | Yes, always.                                                                                                                                                                      |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | <b>9. Was the Proposer accountable for mistakes that were brought to their attention?</b>                                                                                         |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | Yes, always.                                                                                                                                                                      |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | <b>10. Would you hire the Proposer again?</b>                                                                                                                                     |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | Yes, we continue to work with them now.                                                                                                                                           |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | <b>11. Additional comments or feedback.</b>                                                                                                                                       |                                                                                            |                                                                                                            |
|                                                                                                                                                                          | I give my complete recommendation to working with the Trinity Commercial team.                                                                                                    |                                                                                            |                                                                                                            |



**FORM 5: PROPOSER REFERENCE CHECK (Please Print Legibly)**

|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>FIRM REQUESTING REFERENCE</b>                                                                                                                                         | <b>Section 1</b>                                                                                          | <b>Reference Information<br/>(To be filled out by RFP Proposer)</b>             | <b>Please complete and return to:</b>                                                                      |
|                                                                                                                                                                          | <b>Proposer Name:</b>                                                                                     | Trinity Commercial Group                                                        | Procurement Rep: <u>Nick Diaz</u><br><b>Due Date: <u>September 24, 2021</u></b>                            |
|                                                                                                                                                                          | <b>Description of Services Provided</b>                                                                   | Consulting and brokerage related to mixed use developments                      | Total # Pages:<br>Phone: 239-590-4556<br>Email: <a href="mailto:njdiaz@flylcpa.com">njdiaz@flylcpa.com</a> |
| <b>You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above.</b> |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>Section 2</b>                                                                                          | <b>Reference Information – (To be filled out by person providing reference)</b> |                                                                                                            |
|                                                                                                                                                                          | <b>Name &amp; Title:</b>                                                                                  | Keith Gelder, Vice President of Land                                            |                                                                                                            |
|                                                                                                                                                                          | <b>Company:</b>                                                                                           | Stock Development                                                               |                                                                                                            |
|                                                                                                                                                                          | <b>Email:</b>                                                                                             | kgelder@stockdevelopment.com                                                    |                                                                                                            |
|                                                                                                                                                                          | <b>Phone:</b>                                                                                             | 239-449-5227                                                                    |                                                                                                            |
|                                                                                                                                                                          | <b>Section 3</b>                                                                                          | <b>***** FIRM REFERENCE QUESTIONS*****</b>                                      |                                                                                                            |
|                                                                                                                                                                          | <b>1. What was your job title and role during the referenced work/contract?</b>                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Vice President of Land, oversee the entire process of land development                                    |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>2. Describe the services provided by the Proposer.</b>                                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Land acquisition of large tracks and the sale of parcels and lease up of new developments                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>3. How responsive was the Proposer in providing necessary resources to fulfill this work/contract?</b> |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Very responsive                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>4. How was the relationship between this Proposer and other team members? Explain.</b>                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Great                                                                                                     |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>5. Were assignments consistently completed on time and on budget?</b>                                  |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Yes                                                                                                       |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>6. How quickly did the Proposer respond to questions from your company about the work/contract?</b>    |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Immediately                                                                                               |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>7. In your opinion, what was a strength exhibited by the Proposer?</b>                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Honesty, integrity and the ability to go the extra mile.                                                  |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>8. Was the Proposer proactive in resolving issues?</b>                                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Yes                                                                                                       |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>9. Was the Proposer accountable for mistakes that were brought to their attention?</b>                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Always                                                                                                    |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>10. Would you hire the Proposer again?</b>                                                             |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Yes, we have worked with TCG on many projects over the years and will continue to do so.                  |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>11. Additional comments or feedback.</b>                                                               |                                                                                 |                                                                                                            |
|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |



**FORM 5: PROPOSER REFERENCE CHECK (Please Print Legibly)**

|                                                                                                                                                                          |                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                   |                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>FIRM REQUESTING REFERENCE</b>                                                                                                                                         | <b>Section 1</b>                                                                                                                                                                                                                                                             | <b>Reference Information<br/>(To be filled out by RFP Proposer)</b>                                                                                                                               | <b>Please complete and return to:</b> |
|                                                                                                                                                                          | <b>Proposer Name:</b> Trinity Commercial Group<br><br><b>Description of Services Provided:</b> Consulting and brokerage services related to the acquisition, disposition and leasing of commercial properties.                                                               | Procurement Rep: <u>Nick Diaz</u><br><b>Due Date:</b> <u>September 24, 2021</u><br><br>Total # Pages:<br>Phone: 239-590-4556<br>Email: <a href="mailto:njdiaz@flylcpa.com">njdiaz@flylcpa.com</a> |                                       |
| <b>You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above.</b> |                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>Section 2</b>                                                                                                                                                                                                                                                             | <b>Reference Information – (To be filled out by person providing reference)</b>                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>Name &amp; Title:</b>                                                                                                                                                                                                                                                     | John DeAngelis - Co-Founder of Company                                                                                                                                                            |                                       |
|                                                                                                                                                                          | <b>Company:</b>                                                                                                                                                                                                                                                              | DeAngelis Diamond                                                                                                                                                                                 |                                       |
|                                                                                                                                                                          | <b>Email:</b>                                                                                                                                                                                                                                                                | johnd@deangelisdiamond.com                                                                                                                                                                        |                                       |
|                                                                                                                                                                          | <b>Phone:</b>                                                                                                                                                                                                                                                                | 239.260.8603                                                                                                                                                                                      |                                       |
|                                                                                                                                                                          | <b>Section 3</b>                                                                                                                                                                                                                                                             | <b>**** FIRM REFERENCE QUESTIONS****</b>                                                                                                                                                          |                                       |
|                                                                                                                                                                          | <b>1. What was your job title and role during the referenced work/contract?</b>                                                                                                                                                                                              |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | Co-Founder/CEO of Company                                                                                                                                                                                                                                                    |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>2. Describe the services provided by the Proposer.</b>                                                                                                                                                                                                                    |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | TCG has as provided strategic planning, programming development and full-service leasing services for a variety of our products (retail, industrial, office, etc.). They have also helped with the acquisition and disposition of our investment properties and vacant land. |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>3. How responsive was the Proposer in providing necessary resources to fulfill this work/contract?</b>                                                                                                                                                                    |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | Extremely responsive to all levels of requests and projects                                                                                                                                                                                                                  |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>4. How was the relationship between this Proposer and other team members? Explain.</b>                                                                                                                                                                                    |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | TCG's team's communication process is exceptional. We appreciated their speed to respond along with their consistent and transparent counsel.                                                                                                                                |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>5. Were assignments consistently completed on time and on budget?</b>                                                                                                                                                                                                     |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | Yes, attention to detail and respect for our internal budget constraints were greatly appreciated.                                                                                                                                                                           |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>6. How quickly did the Proposer respond to questions from your company about the work/contract?</b>                                                                                                                                                                       |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | TCG's availability and response time to our requests/questions was stellar. We never felt they had restricted "office hours" and appreciated their efficient response time on our projects.                                                                                  |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>7. In your opinion, what was a strength exhibited by the Proposer?</b>                                                                                                                                                                                                    |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | Market knowledge and creative thinking. They prioritized our requests and walked along side our vision while also challenging us to think outside our traditional mindset.                                                                                                   |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>8. Was the Proposer proactive in resolving issues?</b>                                                                                                                                                                                                                    |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | Yes, many of our projects require long thinking and patience, especially with our new development assets. Perseverance when the first answer is no and the ability to rethink the situation and find a new solution was invaluable.                                          |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>9. Was the Proposer accountable for mistakes that were brought to their attention?</b>                                                                                                                                                                                    |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | The management accountability at TCG allowed us to address problems head on without challenges. They were always receptive to feedback and took a proactive approach to fixing any issues/problems.                                                                          |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>10. Would you hire the Proposer again?</b>                                                                                                                                                                                                                                |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | With confidence. TCG is a valued partner at DeAngelis Diamond, and we look forward to furthering our long-standing relationship.                                                                                                                                             |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          | <b>11. Additional comments or feedback.</b>                                                                                                                                                                                                                                  |                                                                                                                                                                                                   |                                       |
|                                                                                                                                                                          |                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                   |                                       |





**FORM 5: PROPOSER REFERENCE CHECK (Please Print Legibly)**

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| <b>FIRM REQUESTING REFERENCE</b>                                                                                                                                  | <b>Section 1</b>                                                                                          | <b>Reference Information<br/>(To be filled out by RFP Proposer)</b>             | <b>Please complete and return to:</b>                                                                      |
|                                                                                                                                                                   | Proposer Name:                                                                                            | Gary L. Tasman                                                                  | Procurement Rep: <u>Nick Diaz</u><br><b>Due Date: <u>September 24, 2021</u></b>                            |
|                                                                                                                                                                   | Description of Services Provided                                                                          | Attorney for CPSWFL (Transactional)                                             | Total # Pages:<br>Phone: 239-590-4556<br>Email: <a href="mailto:nidiaz@flylcpa.com">nidiaz@flylcpa.com</a> |
| You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above. |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | <b>Section 2</b>                                                                                          | <b>Reference Information – (To be filled out by person providing reference)</b> |                                                                                                            |
|                                                                                                                                                                   | Name & Title:                                                                                             | Gregg Truxton, Principal                                                        |                                                                                                            |
|                                                                                                                                                                   | Company:                                                                                                  | Bolanos, Truxton P.A.                                                           |                                                                                                            |
|                                                                                                                                                                   | Email:                                                                                                    | gtruxton@bolanostruxton.com                                                     |                                                                                                            |
|                                                                                                                                                                   | Phone:                                                                                                    | 239-437-5421                                                                    |                                                                                                            |
|                                                                                                                                                                   | <b>Section 3</b>                                                                                          | <b>**** FIRM REFERENCE QUESTIONS****</b>                                        |                                                                                                            |
|                                                                                                                                                                   | <b>1. What was your job title and role during the referenced work/contract?</b>                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | Attorney                                                                                                  |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | <b>2. Describe the services provided by the Proposer.</b>                                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | Real Estate Brokerage Services                                                                            |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | <b>3. How responsive was the Proposer in providing necessary resources to fulfill this work/contract?</b> |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | Very responsive                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | <b>4. How was the relationship between this Proposer and other team members? Explain.</b>                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | Very positive                                                                                             |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | <b>5. Were assignments consistently completed on time and on budget?</b>                                  |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | Yes                                                                                                       |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | <b>6. How quickly did the Proposer respond to questions from your company about the work/contract?</b>    |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | Very timely                                                                                               |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | <b>7. In your opinion, what was a strength exhibited by the Proposer?</b>                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | Very professional and knowledgeable about current real estate market conditions.                          |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | <b>8. Was the Proposer proactive in resolving issues?</b>                                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | Yes                                                                                                       |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | <b>9. Was the Proposer accountable for mistakes that were brought to their attention?</b>                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | Yes                                                                                                       |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | <b>10. Would you hire the Proposer again?</b>                                                             |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | Absolutely                                                                                                |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | <b>11. Additional comments or feedback.</b>                                                               |                                                                                 |                                                                                                            |
|                                                                                                                                                                   | I would highly recommend Mr. Tasman and his organization                                                  |                                                                                 |                                                                                                            |



**FORM 5: PROPOSER REFERENCE CHECK (Please Print Legibly)**

|                                  |                                  |                                                                     |                                                                                                                                                                                        |
|----------------------------------|----------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FIRM REQUESTING REFERENCE</b> | <b>Section 1</b>                 | <b>Reference Information<br/>(To be filled out by RFP Proposer)</b> | <b>Please complete and return to:</b>                                                                                                                                                  |
|                                  | Proposer Name:                   | Don Schrottenboer                                                   | Procurement Rep: <u>Nick Diaz</u><br>Due Date: <u>September 24, 2021</u><br>Total # Pages:<br>Phone: 239-590-4556<br>Email: <a href="mailto:njdiaz@flylcpa.com">njdiaz@flylcpa.com</a> |
|                                  | Description of Services Provided | Project Management: Marriott & Murdock Village                      |                                                                                                                                                                                        |

You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above.

|                  |                                                                                 |
|------------------|---------------------------------------------------------------------------------|
| <b>Section 2</b> | <b>Reference Information – (To be filled out by person providing reference)</b> |
| Name & Title:    | HOWARD BAUM, CHAIRMAN                                                           |
| Company:         | PRIVATE EQUITY GROUP                                                            |
| Email:           | HOWARD @ PE@FL.NET                                                              |
| Phone:           | (239) 590-9066                                                                  |

**Section 3 \*\*\*\*\* FIRM REFERENCE QUESTIONS\*\*\*\*\***

1. What was your job title and role during the referenced work/contract?  
PRESIDENT / PROJECT MANAGER
2. Describe the services provided by the Proposer.  
OVERSIGHT, COORDINATION AND RESPONSIBILITY OF ALL RE ASSETS
3. How responsive was the Proposer in providing necessary resources to fulfill this work/contract?  
VERY RESPONSIVE; FOCUSED; ON POINT
4. How was the relationship between this Proposer and other team members? Explain.  
EXCELLENT; TEAM PLAYER AND LEADER; RESPECTFUL
5. Were assignments consistently completed on time and on budget?  
YES
6. How quickly did the Proposer respond to questions from your company about the work/contract?  
IMMEDIATE; AVAILABLE AND RESPONSIVE AT ALL TIMES
7. In your opinion, what was a strength exhibited by the Proposer?  
COMMUNICATION; FISCAL MANAGEMENT
8. Was the Proposer proactive in resolving issues?  
YES
9. Was the Proposer accountable for mistakes that were brought to their attention?  
YES
10. Would you hire the Proposer again?  
YES
11. Additional comments or feedback.  
TERRIFIC TEAM LEADER; WELL-ROUNDED; DISCIPLINED;  
TREMENDOUS REAL ESTATE KNOWLEDGE

**FORM 5: PROPOSER REFERENCE CHECK (Please Print Legibly)**

|                                                                                                                                                                          |                                                                                                           |                                                                                 |                                                                                                            |
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| <b>FIRM REQUESTING REFERENCE</b>                                                                                                                                         | <b>Section 1</b>                                                                                          | <b>Reference Information<br/>(To be filled out by RFP Proposer)</b>             | <b>Please complete and return to:</b>                                                                      |
|                                                                                                                                                                          | Proposer Name:                                                                                            | Donald Schrottenboer                                                            | Procurement Rep: <u>Nick Diaz</u><br><b>Due Date: <u>September 24, 2021</u></b>                            |
|                                                                                                                                                                          | Description of Services Provided                                                                          | Development of WildBlue, CenterPlace & Murdock Village                          | Total # Pages:<br>Phone: 239-590-4556<br>Email: <a href="mailto:nidiaz@flylcpa.com">nidiaz@flylcpa.com</a> |
| <b>You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above.</b> |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>Section 2</b>                                                                                          | <b>Reference Information – (To be filled out by person providing reference)</b> |                                                                                                            |
|                                                                                                                                                                          | Name & Title:                                                                                             | OJ Buigas, Founder                                                              |                                                                                                            |
|                                                                                                                                                                          | Company:                                                                                                  | Private Equity                                                                  |                                                                                                            |
|                                                                                                                                                                          | Email:                                                                                                    | OJ@MACTrust.net                                                                 |                                                                                                            |
|                                                                                                                                                                          | Phone:                                                                                                    | 239-206-3200                                                                    |                                                                                                            |
|                                                                                                                                                                          | <b>Section 3</b>                                                                                          | <b>**** FIRM REFERENCE QUESTIONS****</b>                                        |                                                                                                            |
|                                                                                                                                                                          | <b>1. What was your job title and role during the referenced work/contract?</b>                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | President & CEO                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>2. Describe the services provided by the Proposer.</b>                                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Oversee end-to-end planning and execution of all real estate assets in portfolio                          |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>3. How responsive was the Proposer in providing necessary resources to fulfill this work/contract?</b> |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Excellent; navigates through complex issues; very responsive to all facets of project management          |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>4. How was the relationship between this Proposer and other team members? Explain.</b>                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Excellent ability to earn respect of team while driving team to succeed in its goals                      |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>5. Were assignments consistently completed on time and on budget?</b>                                  |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Yes, excellent time and fiscal management                                                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>6. How quickly did the Proposer respond to questions from your company about the work/contract?</b>    |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Promptly, made himself available at all times; very good communication skills                             |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>7. In your opinion, what was a strength exhibited by the Proposer?</b>                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Problem solver involving complex issues; communication; team leader                                       |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>8. Was the Proposer proactive in resolving issues?</b>                                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Yes. Looks out ahead so problems don't surface or are minimized; solution orientated                      |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>9. Was the Proposer accountable for mistakes that were brought to their attention?</b>                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Yes. Don always accepts responsibility for himself and the team                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>10. Would you hire the Proposer again?</b>                                                             |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Absolutely                                                                                                |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>11. Additional comments or feedback.</b>                                                               |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | True professional with vast real experience; excellent presence and positive attitude                     |                                                                                 |                                                                                                            |





**FORM 5: PROPOSER REFERENCE CHECK (Please Print Legibly)**

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| <b>FIRM REQUESTING REFERENCE</b>                                                                                                                                         | <b>Section 1</b>                                                                                          | <b>Reference Information<br/>(To be filled out by RFP Proposer)</b>             | <b>Please complete and return to:</b>                                                                      |
|                                                                                                                                                                          | Proposer Name:                                                                                            |                                                                                 | Procurement Rep: <u>Nick Diaz</u><br><b>Due Date: <u>September 24, 2021</u></b>                            |
|                                                                                                                                                                          | Description of Services Provided                                                                          |                                                                                 | Total # Pages:<br>Phone: 239-590-4556<br>Email: <a href="mailto:njdiaz@flylcpa.com">njdiaz@flylcpa.com</a> |
| <b>You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above.</b> |                                                                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>Section 2</b>                                                                                          | <b>Reference Information – (To be filled out by person providing reference)</b> |                                                                                                            |
|                                                                                                                                                                          | Name & Title:                                                                                             | Steven Belden, Community Development Director                                   |                                                                                                            |
|                                                                                                                                                                          | Company:                                                                                                  | City of Fort Myers                                                              |                                                                                                            |
|                                                                                                                                                                          | Email:                                                                                                    | sbelden@cityftmyers.com                                                         |                                                                                                            |
|                                                                                                                                                                          | Phone:                                                                                                    | 239-321-7902                                                                    |                                                                                                            |
|                                                                                                                                                                          | <b>Section 3</b>                                                                                          | <b>**** FIRM REFERENCE QUESTIONS****</b>                                        |                                                                                                            |
|                                                                                                                                                                          | <b>1. What was your job title and role during the referenced work/contract?</b>                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Community Development Director, project manager                                                           |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>2. Describe the services provided by the Proposer.</b>                                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | City property strategic plan; real estate consulting services                                             |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>3. How responsive was the Proposer in providing necessary resources to fulfill this work/contract?</b> |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Very responsive and made available all resources needed to fulfill the contract.                          |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>4. How was the relationship between this Proposer and other team members? Explain.</b>                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Very good relationship with all City staff . The CBRE team has been a pleasure to work with.              |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>5. Were assignments consistently completed on time and on budget?</b>                                  |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Yes                                                                                                       |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>6. How quickly did the Proposer respond to questions from your company about the work/contract?</b>    |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Very quick to respond. Rarely waited a day or two to receive a response.                                  |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>7. In your opinion, what was a strength exhibited by the Proposer?</b>                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Wide variety of specialized expertise,                                                                    |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>8. Was the Proposer proactive in resolving issues?</b>                                                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Yes                                                                                                       |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>9. Was the Proposer accountable for mistakes that were brought to their attention?</b>                 |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | We did not identify any mistakes, but I believe they would hold themselves accountable if there were any. |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>10. Would you hire the Proposer again?</b>                                                             |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | Yes, and we may do so in the future.                                                                      |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | <b>11. Additional comments or feedback.</b>                                                               |                                                                                 |                                                                                                            |
|                                                                                                                                                                          | The CBRE team has a great deal of experience and was enjoyable to work with.                              |                                                                                 |                                                                                                            |



**FORM 5: PROPOSER REFERENCE CHECK (Please Print Legibly)**

| FIRM REQUESTING REFERENCE                                                                                                                                                | Section 1                                                                                                                                                                                                                                                                                                                                                                               | Reference Information<br>(To be filled out by RFP Proposer)              | Please complete and return to:                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                         | Proposer Name:                                                           | CBRE                                                                                                       |
|                                                                                                                                                                          | Description of Services Provided                                                                                                                                                                                                                                                                                                                                                        | Real Estate Transaction and Development Advisory Services                | Total # Pages:<br>Phone: 239-590-4556<br>Email: <a href="mailto:njdiaz@flylcpa.com">njdiaz@flylcpa.com</a> |
| <b>You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above.</b> |                                                                                                                                                                                                                                                                                                                                                                                         |                                                                          |                                                                                                            |
|                                                                                                                                                                          | Section 2                                                                                                                                                                                                                                                                                                                                                                               | Reference Information – (To be filled out by person providing reference) |                                                                                                            |
|                                                                                                                                                                          | Name & Title:                                                                                                                                                                                                                                                                                                                                                                           | Carly Sanseverino, Staff Attorney                                        |                                                                                                            |
|                                                                                                                                                                          | Company:                                                                                                                                                                                                                                                                                                                                                                                | City of Bonita Springs                                                   |                                                                                                            |
|                                                                                                                                                                          | Email:                                                                                                                                                                                                                                                                                                                                                                                  | carly.sanseverino@cityofbonitasprings.org                                |                                                                                                            |
|                                                                                                                                                                          | Phone:                                                                                                                                                                                                                                                                                                                                                                                  | (239) 949-6262                                                           |                                                                                                            |
|                                                                                                                                                                          | Section 3                                                                                                                                                                                                                                                                                                                                                                               | ***** FIRM REFERENCE QUESTIONS*****                                      |                                                                                                            |
|                                                                                                                                                                          | <b>1. What was your job title and role during the referenced work/contract?</b>                                                                                                                                                                                                                                                                                                         |                                                                          |                                                                                                            |
|                                                                                                                                                                          | Project Coordinator. I facilitated the meetings and communications between CBRE and City stakeholders                                                                                                                                                                                                                                                                                   |                                                                          |                                                                                                            |
|                                                                                                                                                                          | <b>2. Describe the services provided by the Proposer.</b>                                                                                                                                                                                                                                                                                                                               |                                                                          |                                                                                                            |
|                                                                                                                                                                          | CBRE conducted market research and network outreach, and then prepared an RFP for development proposals for three City-owned parcels. Once the solicitation closed, CBRE provided financial analyses of the responses and assisted the City in the full evaluation process. Once a proposal was selected, CBRE was involved in the negotiation and drafting of a development agreement. |                                                                          |                                                                                                            |
|                                                                                                                                                                          | <b>3. How responsive was the Proposer in providing necessary resources to fulfill this work/contract?</b>                                                                                                                                                                                                                                                                               |                                                                          |                                                                                                            |
|                                                                                                                                                                          | Good.                                                                                                                                                                                                                                                                                                                                                                                   |                                                                          |                                                                                                            |
|                                                                                                                                                                          | <b>4. How was the relationship between this Proposer and other team members? Explain.</b>                                                                                                                                                                                                                                                                                               |                                                                          |                                                                                                            |
|                                                                                                                                                                          | Lee Ann seemed more knowledgeable of and experienced in working with the government sector. She was able to communicate effectively with stakeholders without over-promising.                                                                                                                                                                                                           |                                                                          |                                                                                                            |
|                                                                                                                                                                          | <b>5. Were assignments consistently completed on time and on budget?</b>                                                                                                                                                                                                                                                                                                                |                                                                          |                                                                                                            |
|                                                                                                                                                                          | Yes                                                                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                                                            |
|                                                                                                                                                                          | <b>6. How quickly did the Proposer respond to questions from your company about the work/contract?</b>                                                                                                                                                                                                                                                                                  |                                                                          |                                                                                                            |
|                                                                                                                                                                          | I was always able to get a hold of Lee Ann Korst and Jeff Gage when needed. If they did not have the answer I needed at that moment, it was always provided promptly soon after.                                                                                                                                                                                                        |                                                                          |                                                                                                            |
|                                                                                                                                                                          | <b>7. In your opinion, what was a strength exhibited by the Proposer?</b>                                                                                                                                                                                                                                                                                                               |                                                                          |                                                                                                            |
|                                                                                                                                                                          | Communication                                                                                                                                                                                                                                                                                                                                                                           |                                                                          |                                                                                                            |
|                                                                                                                                                                          | <b>8. Was the Proposer proactive in resolving issues?</b>                                                                                                                                                                                                                                                                                                                               |                                                                          |                                                                                                            |
|                                                                                                                                                                          | We worked closely together to find solutions.                                                                                                                                                                                                                                                                                                                                           |                                                                          |                                                                                                            |
|                                                                                                                                                                          | <b>9. Was the Proposer accountable for mistakes that were brought to their attention?</b>                                                                                                                                                                                                                                                                                               |                                                                          |                                                                                                            |
|                                                                                                                                                                          | Yes                                                                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                                                            |
|                                                                                                                                                                          | <b>10. Would you hire the Proposer again?</b>                                                                                                                                                                                                                                                                                                                                           |                                                                          |                                                                                                            |
|                                                                                                                                                                          | Yes                                                                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                                                            |
|                                                                                                                                                                          | <b>11. Additional comments or feedback.</b>                                                                                                                                                                                                                                                                                                                                             |                                                                          |                                                                                                            |
|                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                         |                                                                          |                                                                                                            |

**FORM 5: PROPOSER REFERENCE CHECK (Please Print Legibly)**

| FIRM REQUESTING REFERENCE                                                                                                                                                | Section 1                                                                                                                                                                                                                 | Reference Information<br>(To be filled out by RFP Proposer)                                    | Please complete and return to:                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                          | <b>Proposer Name:</b><br>Jeffrey Gage<br>CBRE - Naples                                                                                                                                                                    | <b>Description of Services Provided</b><br>General Brokerage Services for leasing transactions | Procurement Rep: <u>Nick Diaz</u><br><b>Due Date:</b> <u>September 24, 2021</u><br>Total # Pages:<br>Phone: 239-590-4556<br>Email: <a href="mailto:njdiaz@flylcpa.com">njdiaz@flylcpa.com</a> |
| <b>You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above.</b> |                                                                                                                                                                                                                           |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | Section 2                                                                                                                                                                                                                 | Reference Information – (To be filled out by person providing reference)                       |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>Name &amp; Title:</b>                                                                                                                                                                                                  | Matt Price<br>CEO and Partner                                                                  |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>Company:</b>                                                                                                                                                                                                           | Seagate Development Group                                                                      |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>Email:</b>                                                                                                                                                                                                             | mprice@seagatedevelopmentgroup.com                                                             |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>Phone:</b>                                                                                                                                                                                                             | D 239-738-7884<br>C 239-707-1542                                                               |                                                                                                                                                                                               |
|                                                                                                                                                                          | Section 3                                                                                                                                                                                                                 | **** FIRM REFERENCE QUESTIONS****                                                              |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>1. What was your job title and role during the referenced work/contract?</b>                                                                                                                                           |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | CEO and Partner of Seagate Development Group                                                                                                                                                                              |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>2. Describe the services provided by the Proposer.</b>                                                                                                                                                                 |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | Mr. Gage has worked with us on numerous occasions as an agent for both our existing tenants and new tenants, as well as in a consulting role for a partnership we were involved in.                                       |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>3. How responsive was the Proposer in providing necessary resources to fulfill this work/contract?</b>                                                                                                                 |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | Mr. Gage has always been extremely timely and professional in providing any necessary information that we have requested                                                                                                  |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>4. How was the relationship between this Proposer and other team members? Explain.</b>                                                                                                                                 |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | Mr. Gage has always enjoyed a very good relationship with our team. He is knowledgeable, personable and has a unique ability to handle tough situations that is hard to find in the industry.                             |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>5. Were assignments consistently completed on time and on budget?</b>                                                                                                                                                  |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | There has never been a problem with Mr. Gage's completion on assignments, he is timely and on budget and doesn't shy away from the tough conversations along the way to keep it that way.                                 |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>6. How quickly did the Proposer respond to questions from your company about the work/contract?</b>                                                                                                                    |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | Whenever any questions were raised Mr. Gage moved quickly to provide complete and accurate answers or give reasonable timelines for answers that were always met.                                                         |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>7. In your opinion, what was a strength exhibited by the Proposer?</b>                                                                                                                                                 |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | Mr. Gage is very knowledgeable, experienced and has a unique temperament that makes him successful.                                                                                                                       |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>8. Was the Proposer proactive in resolving issues?</b>                                                                                                                                                                 |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | Mr. Gage is very proactive in resolving issues, very few issues ever arise as a result. He's a "question asker" in a good way.                                                                                            |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>9. Was the Proposer accountable for mistakes that were brought to their attention?</b>                                                                                                                                 |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | If any mistakes are found and brought to his attention Mr. Gage has always been responsive and accountable and quick to rectify. He fully believes in one of the core beliefs of our company "Bad News Fast".             |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>10. Would you hire the Proposer again?</b>                                                                                                                                                                             |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | Yes – we are working on multiple things at this time.                                                                                                                                                                     |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | <b>11. Additional comments or feedback.</b>                                                                                                                                                                               |                                                                                                |                                                                                                                                                                                               |
|                                                                                                                                                                          | The biggest compliment I can give is he is "Good People". It's a catch all that I use for people I have inherent trust in the market. Most know what I mean when I say it, but it's hard to explain. Jeff is Good People. |                                                                                                |                                                                                                                                                                                               |