

Pursuant to section 202(c) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c), the following contract summary is provided:

COUNCIL CONTRACT SUMMARY

(Standard and multiyear)

- (A) **Contract Number:** PO-GF-2024-P-0144-BB
- Prospective Contractor:** CDW Government, LLC\Coastal Cloud.
- Contract Amount:** \$4,200,542.00
- Unit and Method of Compensation:** US dollars, Lot payment
- Term of Contract:** From date of Award. Not to exceed September 30, 2026
- Type of Contract:** Firm Fixed Price - Multiyear
- Source Selection Method:** Cooperative (Purchasing) Agreement
- (B) **For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**
- Phase I**
Base Period (Original Contract): \$926,132.40
Change Order for Phase I: \$274,409.60
Total including Change Order: \$1,200,542
- Phase II**
FY25 Month 1-7 (March 2025-September 2025): \$1,725,590.40
FY26 Months 8-12 (October 2025-September 2026): \$1,274,409.60

(C) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the Prospective contract:

The prospective contractor, **CDW Government, LLC / Coastal Cloud, LLC**, will provide proprietary Salesforce implementation services for the **University of the District of Columbia (UDC)**. This contract pertains to the **DV – Salesforce Phase I: Recruitment & Admissions MVP+** project, which aligns with UDC's strategic framework to implement Salesforce as its enterprise-wide customer relationship management (CRM) platform. This phase will focus on Recruitment and Admissions and is structured to provide a comprehensive and scalable solution that supports UDC's growth.

Phase I: Salesforce Recruitment & Admissions MVP+

This phase is part of UDC's long-term strategy to streamline and standardize its CRM processes. It will include a variety of essential activities such as:

- **Project Kickoff**
- **True North (Analyze and Design)**
- **Salesforce Configuration**
- **User Acceptance Testing (UAT)**
- **Data Integration and Migration**
- **Deployment**
- **Training**
- **Post-Implementation Support**
- **Project Management**
- **Implementation Contingency**

The primary objectives of this project are:

- To develop a strategic roadmap for multi-phase Salesforce implementation using the **True North** approach.
- To center the solution design around a seamless student experience.
- To align UDC's objectives and business processes to improve operations and better support students, staff, and faculty.
- To consolidate disparate tools and integrate key platforms, creating a unified tech stack.
- To leverage strong project methodology, ensuring an efficient implementation and adoption of the Recruitment and Admissions functionality.

The project will serve the diverse needs of multiple departments within UDC, including:

- Community College
- Undergraduate, Graduate, and Law School programs
- Workforce Development and Lifelong Learning (WDLL)
- Marketing and Communications

Salesforce-based Solution: The contractor proposes using **Salesforce Education Cloud**, **Salesforce Experience Cloud**, and **Salesforce Marketing Cloud** to build the CRM solution.

Change Order for Salesforce Phase I and Phase II

This Change Order Request modifies the **Statement of Work (SOW)** and any prior amendments or Change Orders. The changes include updates to the scope, functionality, and deliverables as described below.

Phase I: Salesforce Recruitment & Admissions MVP+

The objective of Phase I is to implement an operational CRM for Recruitment and Admissions with enhanced functionality and scalability for future phases of student enrollment, graduation, and alumni engagement. Key use cases for evaluation include:

- **Recruitment:** Territories, marketing, and events
- **Portal:** Applications, knowledge management, cases
- **Applications:** For all seven departments
- **Scheduling:** Appointments
- **Communications:** Email, SMS, and drip campaigns
- **Reports & Dashboards:** For tracking and analytics

The Phase I Salesforce Education Cloud implementation will focus on the following key build points:

1. **Structure Education Cloud for R&A**, with a vision for future phases
2. **Build a CRM environment** that supports cross-departmental data transparency
3. **Provide a Portal** for prospects and applicants for streamlined access
4. **Establish an Event Tool** for managing recruitment and admissions events
5. **Create campaign options** (one-off and drip campaigns) for all constituents via email and SMS

The final technology stack for this phase includes Salesforce Education Cloud, Salesforce Experience Cloud, Salesforce Marketing Cloud Engagement, FormAssembly, Salesforce Scheduler, Blackthorn, MuleSoft, and Mogli.

Phase II: Salesforce Education Cloud – Waves Program

The contractor is also UDC's **Technology Services Partner**, capable of designing, developing, and deploying Salesforce-based solutions for **Enrollment and Student Success**. Phase II, the **Waves Program**, will leverage Salesforce Education Cloud to provide a robust solution that ensures industry's best practices, secure data handling, and enhanced end-user experience. This project will focus on integrating Salesforce into key student services and business operations.

Waves Program Key Areas of Focus:

1. **System Integrations:**
 - UDC's new financial ERP system
 - Financial Aid system
 - Parchment system
 - Payment gateway system

2. **Event Functionality:**
 - Event fee processing
 - Paid registration for events
3. **Admissions & Enrollment Services:**
 - New/additional admissions forms
 - Program management
 - Course management
 - Degree plans
 - Financial aid information
4. **Student Success Services:**
 - Career Services
 - Counseling & Wellness
 - Health Services
 - Special Programs
 - Judicial Affairs
5. **Registrar and Other Academic Services:**
 - CAUSES (Center for African American Studies)
 - School of Law
6. **Grant and MOU Management**
7. **OCR for scanned documents**
8. **Volunteer Management**

The team will work in an **agile** manner, adjusting priorities and requirements based on feedback from executive stakeholders. The implementation timeline for Phase II spans **12 months**, focusing on strategic goals and continuous improvement.

This collaborative approach will help UDC achieve its objective of providing a seamless, integrated solution for student recruitment, enrollment, success, and beyond, supported by innovative technologies and systems.

(D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:

The selection process for this contract adhered to the guidelines established under a **Cooperative Purchasing Agreement**, in compliance with the **D.C. Official Code §§2-354.01(a)(1)(J) and 2-354.11(a), and Chapter 30 of Title 8(b), D.C.M.R. §3003.1(h)**. This method ensures the selection of a vendor who provides the best value to meet the University's service, supply, and construction needs. Based on this process, the University intends to award the contract to CDW Government, LLC / Coastal Cloud under the **Cooperative Purchasing Agreement**.

Contract Pricing and Phases

- **Total Contract Price:** A firm fixed price of **\$4,200,542.00**.

Phase I: DV – Salesforce Recruitment and Admissions MVP+

- **Additional Services Cost: \$274,409.60**
- **Completion Deadline:** Services under Phase I must be completed by June 11, 2025.

Phase II: Salesforce Education Cloud – Waves Program

- **Total Cost for Phase II: \$3,000,000.00**
- **Fee Breakdown:**
 - **FY25 (March 2025 – September 2025): \$1,725,590.40**
 - **FY26 (October 2025 – September 2026): \$1,274,409.60**
- **Completion Deadline:** Services for Phase II must be completed by September 30, 2026.

Financial Summary

- **Original Purchase Order: \$926,132.40**
- **Change Order Total: \$274,409.60 for Phase I and \$3,000,000.00 for Phase II,** resulting in a total change order amount of **\$3,274,409.60.**
- **Contract Total:** The total contract amount shall not exceed **\$4,200,542.00.** Any additional costs incurred will require a separate Statement of Work (SOW) to be mutually agreed upon and signed by both parties, with a corresponding purchase order issued.

The selection process ensured a thorough evaluation of the contractor's proposal to meet the University's needs while considering cost, technical quality, and the contractor's past performance. CDW Government, LLC / Coastal Cloud, was determined to offer the best value for the required services under the **Cooperative Purchasing Agreement.**

- (E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**

There have been no bid protests related to the award of the contract.

- (F) The background and qualifications of the Prospective contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the Prospective contract:**

CDW Corporation is a leading multi-brand provider of information technology (IT) solutions, serving business, government, education, and healthcare sectors across the United States, the United Kingdom, and Canada. As a Fortune 500 company and a member of the S&P 500 Index, CDW leverages its expertise to help customers navigate the increasingly complex IT landscape and optimize their technological investments.

For the year ending December 31, 2023, CDW achieved net sales of approximately \$21 billion, a testament to the strong leadership and strategic vision of its executive team. The company offers a wide range of IT products and services, including hardware, software, and integrated solutions in areas such as security, cloud services, hybrid infrastructure, and digital experience.

Financially, CDW Government, LLC has a “good” composite credit rating according to the D&B Supplier Qualifier Report. The company is classified as “Low to Moderate Risk” in terms of Supplier Risk. Additionally, CDW Government, LLC is current with its tax obligations, and there are no outstanding unpaid taxes or liens on the company or its owner.

CDW has consistently demonstrated strong performance on past and current government and private sector contracts with requirements similar to those of the prospective contract. The company has received multiple customer satisfaction testimonials praising its educational programming, video quality, and customer service, highlighting its capability to meet and exceed the needs of its clients.

Overall, CDW Government, LLC, is a highly qualified and financially stable contractor with a proven track record of successful engagements, making it well-suited for this contract.

- (G) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**

The Subcontractor is a Non-Certified Business Enterprise, as defined under the **D.C. Official Code §§ 2-218.44(a-1), 2-354.01(a)(1)(K), and 2-354.12(b)(1)**. The University is not required to set aside this contract for Small Business Enterprises (SBEs) because the Office of Contracting and Procurement (OCP) has determined that there are fewer than two certified, responsible small business enterprises available to meet the requirements of the contract. This determination was made in accordance with the process for source selection through a **Cooperative Purchasing Agreement**.

Subcontractor’s Role and Services Provided

The Subcontractor will provide **100%** of the services required under this contract, in accordance with the contract specifications, delivery schedule, and the total contract amount. Since the subcontractor will fulfill the entire scope of services, no subcontracting will occur for this contract.

Certification of Compliance

The subcontractor certifies that this subcontracting plan fully meets the minimum requirements of the **Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act** and that the subcontractor will provide all services as per the terms of the agreement. There is no subcontracting of the contract as all work will be performed by the subcontractor directly.

Thus, the subcontracting plan is in full compliance with the applicable laws, and the subcontractor will provide 100% of the services outlined in the contract.

(H) Performance standards and the expected outcome of the Prospective contract:

The subcontractor shall deliver services in strict accordance with the terms, conditions, and Statement of Work (SOW) outlined in the contract. Performance will be evaluated based on the following criteria:

1. **Adherence to Contract Specifications:** The subcontractor is expected to meet all outlined requirements as specified in the SOW, including project milestones, deadlines, and quality standards.
2. **Timely Delivery:** All deliverables must be completed within the agreed-upon timeframes, ensuring no delays in project execution.
3. **Quality of Work:** The subcontractor must maintain a high standard of quality in all services provided, aligning with the industry's best practices and contract expectations.
4. **Compliance:** The subcontractor shall comply with all relevant laws, regulations, and contract terms throughout the duration of the project.
5. **Communication and Reporting:** The subcontractor is required to provide regular status updates and reports as specified in the contract, ensuring transparency and effective communication.

The expected outcome of this contract is the successful and timely delivery of all specified services, meeting or exceeding the standards outlined in the SOW and ensuring customer satisfaction.

(I) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:

No funds have been expended by the District pursuant to the contract prior to its submission to the Council for approval.

(J) A certification that the Prospective contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:

The Chief Financial Officer (CFO) of the University of the District of Columbia (UDC) has certified that the prospective contract is within the agency's appropriate budget authority for the relevant fiscal years. Furthermore, the contract is aligned with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02.

(K) A certification that the contract is legally sufficient, including whether the Prospective contractor has any pending legal claims against the District:

The UDC Office of General Counsel has reviewed and determined that the prospective contract is legally sufficient. Additionally, UDC is not aware of any pending claims by CDW Government, LLC, against the District.

(L) A certification that Citywide Clean Hands database indicates that the Prospective contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the Prospective contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):

The Citywide Clean Hands system reported on October 9, 2024, that CDW Government, LLC has "no outstanding liability with the District of Columbia." As of the report date, CDW Government, LLC is in full compliance with the applicable provisions of the D.C. Official Code, specifically Title 47, Taxation, Licensing, Permits, Assessments, and Fees, Chapter 28, General License Law, Subchapter II, Clean Hands Before Receiving a License or Permit, D.C. Official Code §47-2862 (2006). The company has been issued a Certificate of Clean Hands, authorized by the Chief Collection Division, confirming that it is current with its District taxes.

(M) A certification from the Prospective contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:

The proposed contractor has certified that it is current with its federal taxes.

(N) The status of the Prospective contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended; D.C. Official Code § 2-218.01 *et seq.*:

CDW Government, LLC is an out-of-state registered corporation and does not hold certification as a Local, Small, or Disadvantaged Business Enterprise under the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended (D.C. Official Code § 2-218.01 *et seq.*). Therefore, CDW Government, LLC, is not recognized as a certified Local, Small, or Disadvantaged Business Enterprise.

(O) Other aspects of the Prospective contract that the Chief Procurement Officer considers significant:

There are no other aspects of the prospective contract that the Chief Procurement Officer considers significant.

- (P) A statement indicating whether the Prospective contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**

The prospective contractor is not currently debarred from providing services or goods to the District or federal government, as confirmed by the D.C. Office of Contracts & Procurement's Excluded Parties List and the Federal Government's System for Award Management.

- (Q) Any determination and findings issues relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**

There are no determinations and findings related to the contract's formation under D.C. Official Code § 2-352.05 (privatization contracts), as the contract is being executed through a Cooperative Purchasing Agreement.

- (R) Where the contract, and any amendments or modifications, if executed, will be made available online:**

The contract, along with any amendments or modifications, will be posted online as required at the following link: <https://www.udc.edu/procurement/contract-awards/>.

- (S) Where the original solicitation, and any amendments or modifications, will be made available online:**

The original solicitation, along with any amendments or modifications, will be posted online as required at the following link: <https://www.udc.edu/procurement/sole-source-contract/>.



Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: January 21, 2025

Notice Number: L0013128383

CDW GOVERNMENT LLC.
230 N MILWAUKEE AVE
VERNON HILLS IL 60061-4304

FEIN: **-***0110
Case ID: 18406688



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.


TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.

TO: Mary Ann Harris
Director of Contracting & Procurement
University of the District of Columbia

FROM: Brian Connell 
Budget Officer
University of the District of Columbia

DATE: November 19, 2024

RE: Funding Certification for **CDW Government LLC\Coastal Cloud**


This memorandum is to certify that funds are available in the amount of **\$1,725,590.40** in the FY25 Capital Budget to satisfy the proposed contractual obligation with **CDW Government LLC\Coastal Cloud** scheduled for **Fiscal Year 2025**. These funds are under Index **CP83D**, Account **71300**.

Additionally, the approved FY 2025 – FY 2030 Capital Improvements Plan (CIP) includes approved funding of \$2,000,000.00 each in FY 2026 and FY 2027 for this project (DIFS Project 101173-GF0.UG719.CRM IMPLEMENTATION; Banner Program UG719C-CRM Implementation).

Subject to the District Council's approval of the proposed multi-year contract and inclusion of the previously approved funding in the FY 2026 – 2031 CIP, the additional \$2,000,000.00 scheduled for FY 2026 in the current CIP will be sufficient to satisfy the proposed contractual obligation in the amount of **\$1,274,409.60** with **CDW Government LLC\Coastal Cloud** scheduled for **Fiscal Year 2026**.

Should you require additional information, please contact me at 202-274-6057.

TO: Mary Ann Harris
Director of Contracting & Procurement
University of the District of Columbia

FROM: Brian Connell 
Budget Officer
University of the District of Columbia

DATE: October 28, 2024

RE: FY 2025 Capital Budget Funding Certification for CDW Government LLC

This is to certify that funds are available in the amount of \$274,409.60 in the FY25 Capital Budget, Index CP83D and Account 71300, to satisfy the proposed change order (Contract# CNR01439 / PO# P2400587) with CDW Government LLC for Coastal Cloud Proprietary Salesforce in Fiscal Year 2025, increasing the total contract cost to \$1,200,542.00 and requiring District Council approval for a contract in excess of \$1 million.

Should you require additional information, please contact me at brian.connell@dc.gov or 202-274-6057.

CERTIFICATE

To: The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 504
Washington, DC 20004

From: Avis Marie Russell
General Counsel

Re: Legal Sufficiency Certification – Proposed Change Order No. 01 to the Contract for Customer Relation Management Implementation Services between CDW Government, LLC and the Board of Trustees of the University of the District of Columbia

Date: December 5, 2024

This is to certify that the Office of the General Counsel has reviewed the above-referenced Proposed Change Order No. 01 to the Contract with CDW Government, LLC to provide Customer Relation Management (CRM) implementation services for the University's recruitment and admission of students, marketing and communications activities between CDW Government, LLC and the Board of Trustees of the University of the District of Columbia and found such Contract to be legally sufficient subject to submission of any required materials and Council approval.

If you have any questions, please do not hesitate to contact me on (202) 274-5604.

By: *Avis Marie Russell*
Avis Marie Russell
General Counsel
University of the District of Columbia

CDW-G\Coastal Cloud Justification

Vendor: CDW-G\Coastal Cloud

Amount: \$926,132.40

Justification:

As the University of the District of Columbia (UDC) strives to fulfill its mission of serving the needs of the DC community by producing lifelong learners and transformational leaders, scalable and forward-looking technology is essential. To meet that goal, UDC has a strategic framework to implement an enterprise-wide customer relationship management platform (CRM). The project's primary objectives are to:

- Develop a strategic roadmap for a multi-phased Salesforce implementation approach.
- Center the solution design around a seamless student experience
- Align university objectives and business processes to streamline operations and support students, staff, and faculty.
- Consolidate disparate tools and integration of key platforms to create a robust and unified tech stack.
- Leverage strong project methodology to ensure an efficient implementation and strong adoption of Recruitment and Admissions functionality.

Other high priorities for the project include a unified Recruitment and Admissions solution that meets the needs of UDC's business units including:

- Community College
- Undergraduate
- Graduate
- Law School
- Workforce Development and Lifelong Learning (WDLL)
- Land Grants

Based on the recommendation from Salesforce, three potential vendors were invited to present their platforms, Coastal Cloud, Attain Partners, and Tondro. Only Attain Partners and Coastal Cloud responded to the inquiry. Both potential vendors received a redacted version of the Ferrili report which included a full review of the current UDC systems and process environment associated with current communications strategies to understand the current state. After receipt and review of their documentation, our research indicated that Coastal Cloud could be the preferred candidate to move forward with based on their alignment with the UDC Strategic Plan and overall cost. Additionally, Coastal Cloud offers a full lifecycle of services including strategy and design, solution development, user training, and continuous support. Other factors to consider include Coastal Cloud's ability to align themselves with the UDC Strategic Plan, they were rated

CDW-G\Coastal Cloud Justification

#1 in customer satisfaction by Salesforce for three (3) years in a row, they are a Salesforce Summit Partner (top 1% of all partners), a 2023 Market Leader in the ISG Provider Lens™, a G2 #1 Salesforce Consultant, and they have received a 5/5 Customer Satisfaction Score.

In contrast, Attain Partners provided a proposal that was misaligned with the UDC Strategic Plan and provided a proposal at a higher cost than Coastal Cloud.

It is the consensus that OCP should consider Coastal Cloud as the Salesforce Implementation Contractor. Additionally, it is noteworthy that Coastal Cloud partners with CDW-G, which has a contract under the Educational and Institutional corporate Purchasing agreement (E&I - CNR01439).

In conclusion, selecting Coastal Cloud not only aligns with UDC's strategic objectives but also ensures the delivery of a high-quality solution that meets the diverse needs of the university community.



Implementation Services Budget Summary

The following chart provides a detailed breakdown of the implementation services for the University of the District of Columbia Phase I: Recruitment & Admissions MVP+ project. This project will be performed on a Time and Materials (T&M) basis.

For additional details about the scope of the project, please see the CDW-g SOW 129296.

SALESFORCE IMPLEMENTATION PHASE:	ESTIMATED HOURS	ESTIMATED COST
Project Kickoff: <ul style="list-style-type: none">• Project Plan• Coastal Cloud / UDC Project Planning Session• Kickoff Call	40 Hours	\$9,460.40
True North - Analyze and Design: <ul style="list-style-type: none">• Discovery sessions (16)• Capability map• Requirements documentation• Salesforce solution design• Scope checkpoint	400 Hours	\$94,604.00
Build: Salesforce Configuration: <ul style="list-style-type: none">• Standard Salesforce functionality• Salesforce Experience• Workflow, Automation and Quick Actions• Security and profile updates• Reports and Dashboards• Configuration Reviews - up to six (6)	1,136 Hours	\$268,732.16
User Acceptance Testing <ul style="list-style-type: none">• UAT App set up, test cases, and training session• UAT Office Hours• UAT issue fixes• Two Sprint UATs, one End-to-End UAT	439 Hours	\$103,849.84
Data Integration <ul style="list-style-type: none">• Integration mapping• E2E Testing• Live integrations for Go-Live	250 Hours	\$59,140.00
Data Migration <ul style="list-style-type: none">• Migration mapping• Mock Testing• Production Load for Go-Live	250 Hours	\$59,140.00
Deployment <ul style="list-style-type: none">• Deployment to Production• Production Validation	120 Hours	\$28,387.20



Statement of Work

<ul style="list-style-type: none">• Go Live		
Training <ul style="list-style-type: none">• Training Documentation• End User Training• System Administrator Training	180 Hours	\$42,580.80
Post Implementation Support <ul style="list-style-type: none">• 100 hours of post go live support• Up to 4 weeks of Q&A Training sessions	100 Hours	\$23,656.00
Project Management <ul style="list-style-type: none">• Weekly status reports• Weekly Coastal Cloud /UDC PM meetings• Project scope, timeline, budget and risk management/communication	600 Hours	\$141,936.00
Implementation Contingency <ul style="list-style-type: none">• If needed	400 Hours	\$94,624
Implementation, Support, Contingency TOTAL	3,915 Hours	\$926,132.40



STATEMENT OF WORK

Project Name:	DV – Salesforce Phase I: Recruitment & Admissions MVP+	Seller Representative: Kimberly Brown +1 (703) 262-8144 kimbebr@cdw.com
Customer Name:	University of the District of Columbia	
CDW Affiliate:	CDW Government LLC	
Subcontractor:	Coastal Cloud LLC	Solution Architect: Angel Ford
Date:	May 02, 2024	
Drafted By	Meagan Bostek	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and University of the District of Columbia (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain E&I Master Agreement Number CNR01439 between CDW Government LLC and E&I Cooperative Services dated the 1st of August, 2017 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

As Customer strives to fulfill its mission of serving the needs of the DC community by producing lifelong learners and transformational leaders, scalable and forward-looking technology is essential. To meet that goal, Customer has a strategic framework to implement Salesforce as Customer’s CRM platform. The first phase within the strategic framework is focused on Recruitment and Admissions.

SOW outlines the implementation activities for the Phase 1: Recruitment and Admissions effort, beginning with True North (Discovery & Design) for strategic planning and analysis.

The project’s primary objectives are to:

- Develop a strategic roadmap for a multi-phased Salesforce implementation approach using True North
- Center the solution design around a seamless student experience
- Align university objectives and business processes to streamline operations and support students, staff, and faculty
- Consolidate disparate tools and integration of key platforms to create a robust and unified tech stack
- Leverage strong project methodology to ensure an efficient implementation and strong adoption of Recruitment and Admissions functionality

Other high priorities for the project include a unified Recruitment and Admissions solution that meets the needs of Customer’s business units including:

-
- Community College
 - Undergraduate
 - Graduate
 - Law School
 - Workforce Development and Lifelong Learning (WDLL)
 - Land Grant
 - Marketing and Communications

Seller proposes a Salesforce-based solution using Education Cloud, Experience Cloud, and Marketing Cloud.

TASKS TO BE PERFORMED

PROJECT KICKOFF

Seller Project Manager will work with Customer Project Manager to complete up-front project planning and scheduling for the project. They will discuss the kickoff meeting, review the meeting content and determine the attendees and agenda. They will also discuss project roles and expectations.

Seller Project Manager will conduct a kickoff meeting to introduce teams, review the overall methodology, and prepare a project plan to establish project timeline and confirm items provided. Additionally, Seller will request any additional standard operating procedures and sample reports that can be leveraged to accelerate our understanding of current business processes prior to conducting Discovery Sessions.

KEY ITEMS PROVIDED:

- Project Plan - reviewed and approved by Customer
- Project Kickoff, including meetings scheduled

TRUE NORTH: ANALYZE AND DESIGN

Seller will conduct up to sixteen (16) discovery sessions, between 1 -2 hours in duration, with customer staff to understand high-level goals, current systems, and desired integrations. These sessions will also be used to review detailed information and requirements documents previously provided by Customer team related to existing processes, program structures, and reporting needs. The discovery will address both as-is processes and industry best practices as well as pain points and desired functionality.

Seller will work with Customer Project Manager to identify the attendees, craft agendas, and schedule the discovery sessions, which will include the following topics:

- As-is and to-be Salesforce systems architecture in light of client goals:
 - Customer Team business priorities
 - Current Salesforce instance
- Business processes and functional requirements:
 - Admissions applications
 - Recruitment and admissions email alerts & notifications
 - Application review process & automation
 - Applicant portal
 - Request for information form/process
 - Knowledge article content for recruitment & admissions self-serve help
 - Event management
 - Recruitment and admissions documentation generation (letters, etc.)
 - Single Sign On (SSO), User Access, & Platform Security
- Internal vetting process by legal, finance, and marketing/communications teams, including:
 - Financial, Legal, and Comms documentation
 - Distribution and/or approval process to each team

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- Access or distribution of informational papers, decision papers, and read-ahead materials
 - Security and collaboration across the team (e.g., follow-up task assignment, chatter, etc.)
 - Data Migration planning, including identification of data sources, current state and end-point documentation, and sample data
 - Integration planning, including identification of integration sources, current state and end-point documentation, and sample data
 - Reporting needs:
 - Customer team real-time reports and dashboards
 - Metric and impact reporting

Seller will document detailed business requirements for the implementation and high-level capabilities for the strategic roadmap. The business requirements and capability map will be reviewed and approved by Customer staff. Following the analysis process and requirements documentation, Seller will develop the solution architecture design for Phase 1: Recruitment and Admissions. During the solution design process, Seller will confirm the identified applications and approach, including the necessary Salesforce solutions and licensing type, and provide a solution design presentation. This design shows how the client implementation requirements will be translated into a Salesforce configuration that will meet the client team's priorities.

At the conclusion of the True North, a scope checkpoint will be held. The outcome of this meeting is to determine the final approximate timeline and budget for items determined to be prioritized for the implementation. Should changes to timeline and budget be needed, a change request will be mutually agreed upon before work on the Build Phase will commence.

KEY ITEMS PROVIDED:

- Up to sixteen (16) Discovery Sessions
- Capability Map with Implementation Phasing - reviewed and approved by Customer
- Detailed Business Requirements - reviewed and approved by Customer
- Recommended Solution Design - reviewed and approved by Customer
- Scope Checkpoint

BUILD AND CONFIGURE

Salesforce will be configured to meet the following requirements, based on final scope requirements, for an expanded minimum viable product (MVP+):

- MVP+ Recruiter Tasks Templates and Automations (7 departments)
- MVP+ Application Requirements & Requirement Automation
- MVP+ Onboarding Requirements & Requirement Automation
- MVP+ In-App Guidance
- MVP+ Applications (up to 6)
- RFI forms (up to 4)
- MVP+ Configure Einstein Analytics
- MVP+ Configure Salesforce Scheduler
- MVP+ Immediate Email Alerts & Notifications (i.e., Comms from SF or Form Tool)
- MVP+ Application Review Processes & Automation
- MVP+ Configure 3rd Party Event Mgt Tool (ex: Blackthorn)
- MVP+ Configure Doc Gen Tool, Templates, Reports/Queries
- MVP+ Configure Account/Org Mgt Process
- SSO
- MVP+ Multi-lingual
- Configure Sharing for External User
- MVP+ Configure Portal Pages and OmniScripts

-
- MVP+ Configure Case Management for Portal (i.e., Case Teams, Predefined Case Teams, Automations, etc)
 - MVP+ Site Branding
 - MVP+ Configure Groups
 - Configure Knowledge
 - MVP+ Self-Service Processes
 - MVP+ Portal Page Variations
 - MVP+ Reports & Dashboards

Seller will build and configure in up to eight (8) build sprints, configuring and unit testing the system. The project will leverage Seller's instance of Taskray for project management. Sellers will conduct up to six (6) configuration reviews (also known as sprint demos) to demonstrate build progress and facilitate feedback to ensure alignment of the solution with Customer goals. Seller will conduct end-to-end testing prior to User Acceptance Testing.

KEY ITEMS PROVIDED:

- Sprint Items provided
- Up to six (6) Configuration Reviews (Sprint Demos)
- Unit and end-to-end testing

DATA MIGRATION AND INTEGRATION

Seller will develop system integrations between systems/platforms prioritized by Customer during the True North phase. This may include Customer student information system, CAS systems, and/or communication tools. The final scope for system integrations will be determined and approved by Customer during True North. The scope, timeline, and final plan will be determined with Customer and may require participation from one or more of Customer's other partners or vendors. Seller will work collaboratively with Customer team to complete field-level source-to-target mapping for each integration included within the final scope of Phase I: Recruitment and Admissions. A mutually agreed upon middleware tool for integrations will be chosen, and licenses procured by Customer during True North. After Customer signs off on the source-to-target mapping, Seller will complete integration development during the build sprints. The integration development timeline will be executed in concert with participation from other vendors and partners, as needed. The integrations will be tested during End-to-End testing with Customer sign-off.

Seller will migrate historical data from the legacy sources into Salesforce. Seller will provide a blank template spreadsheet for the historical data. Customer is responsible for preparing and cleansing the spreadsheet. Seller will map the data, conduct a mock migration in the test environment, and conduct a final production data migration during deployment. Seller will provide a final estimate for hours for the data migration and confirm the data migration scope during the True North phase. The scope, timeline, and final plan will be determined with Customer and may require participation from one or more of Customer's other partners or vendors. Seller will work closely with Customer team during the build sprints to finalize data migration source-to-target mapping. The migration timeline will be executed in concert with participation from other vendors and partners, as needed. Seller team will write migration scripts. The migration will be tested via a Mock Migration into a Full Salesforce Sandbox. Customer will review the Mock migration, provide feedback, and sign off on the migration plan for Go-Live. Seller will complete the final data migration as a part of the go-live process.

KEY ITEMS PROVIDED:

- Integration source-to-target mapping
- E2E Testing
- Migration mapping documents and scripts
- Mock data migration
- Final data migration

USER ACCEPTANCE TESTING

Seller will support Customer with User Acceptance Testing (UAT) during which Customer users and administrators will test the system based on requirements that have been defined and documented by Seller. Seller team will prepare the test environment, install Seller UAT app, and load test scripts. Seller will provide a training session and support testers by being available to answer questions and resolve issues found during user testing.

Seller recommends three (3) testing periods: End-to-End Testing (E2E), Mock Data Migration Testing, and User Acceptance Testing (UAT). Seller will conduct final configuration updates and unit testing prior to Customer's UAT.

KEY ITEMS PROVIDED:

- UAT Setup
 - The install of Seller's UAT package and test cases into Customer's sandbox for efficient UAT
- Four (4) UAT Training session and two (2) training refresher sessions
- Up to six (6) UAT Support Office Hours for UAT
- Issue Fixes - up to 50 hours
- Final Configuration Updates and End-to-End UAT Prep
- Tested and accepted system - approved by Customer

DEPLOYMENT

Seller will deploy configuration to production and perform production validation. Seller will ensure that users are correctly set up and have the correct security profiles prior to go-live.

KEY ITEMS PROVIDED:

- Deployed solution
- System go-live

TRAINING

Seller will develop and deliver tailored training on the new Salesforce configuration, including documentation and virtual training sessions. The goal of training is to ensure that users and administrators are comfortable with the new functionality, increase their efficiency, and facilitate strong user acceptance. We anticipate two types of training:

- End User Training – Seller will deliver up to eight (8) end user training sessions for the client team to cover Salesforce configuration. This training will include a review of the internal Salesforce build.
- Administrator Training - Seller will conduct four (4) training sessions for Customer's system administrators focused on reviewing the specifics of the Salesforce configuration.

KEY ITEMS PROVIDED:

- Training documentation for end users and administrators
- Ten (10) end-user training sessions
- Six (6) system administrator training sessions

POST-IMPLEMENTATION SUPPORT

After deployment to production, Seller will continue to support the client team immediately after go-live. To build solid user adoption and system acceptance, your users must be appropriately supported in the period immediately following deployment. During this phase, Seller team will be available for eighty-eight (88) hours over the two to four weeks after Go-Live to hold "office hours," answer end user and IT team questions, and conduct follow-up training as needed. Seller will also provide twice-weekly "Q&A Sessions" – Seller and Customer can coordinate on Q&A style: questions sent in advance, office hours format, or a hybrid of both approaches.

After the Post-Implementation Support period concludes, Seller recommends beginning a separate engagement for 'Waves' Managed Services support.

KEY ITEMS PROVIDED:

- Eighty-eight (88) hours of post-go-live support for up to four (4) weeks
- Twice-weekly Q&A Sessions for up to four (4) weeks

PROJECT MANAGEMENT

Seller will manage the scope, budget, and timeline throughout, including identification/communication of any risks and mitigation strategies. Regular communication between Seller and Customer team, both formal and informal, will be the basis for managing the project.

KEY ITEMS PROVIDED:

- Weekly status reports
- Weekly Status meetings
- Budget, scope, timeline and risk management and communication

OUT OF SCOPE

The following are considered out of scope for this project unless mutually agreed upon by the parties in writing:

1. Any tasks or items provided not clearly stated in the In-Scope Services or Items and Services Provided sections
2. Facilitation of any internal Customer meetings, unless specifically called out in the In-Scope Services or Items and Services Provided sections
3. Evaluation of Customer's current practices, policies, and procedures, except as directly necessary to achieve project goals (General performance improvements may be called out, but will not be actioned by Seller)
4. Installation of software, servers, workstations, or any other hardware not specifically called out in the In-Scope Services or Items and Services Provided sections
5. Global network design and/or routing
6. Setting up network peering and/or interconnects between Public Cloud and Customer's physical data center(s)
7. Integrating new application data flows (i.e., applications not currently in production), unless expressly called out in the In-Scope Services or Items and Services Provided sections
8. Migration of data and/or workloads to new software/application/environment, unless expressly called out in the In-Scope Services or Items and Services Provided sections
9. Export of Customer data to other systems or third parties other than those expressly called out in the In-Scope Services or Items and Services Provided sections
10. Any third party/external integrations, unless expressly called out in the In-Scope Services and Items and Services Provided sections
11. Go-live dates, unless expressly called out in the In-Scope Services or Items and Services Provided sections
12. After hours support, unless expressly called out in the In-Scope Services or Items and Services Provided sections
13. Ongoing support and maintenance of developed solution (beyond 4 weeks) (Customer may purchase additional support contracts and/or SOW resources to facilitate support.)
14. Formal user training not specifically stated in the SOW
15. Extensive documentation such as Run Book, Step-by-Step Instruction Guide, Admin/User Manual, or anything not specified in the In-Scope or Items and Services Provided sections

ROLES AND RESPONSIBILITIES**PERSONNEL**

The following are key roles for this engagement and their high-level responsibilities:

1. Salesforce Consultant

SELLER RESPONSIBILITIES

1. Seller team will leverage standard tooling for project management and delivery.
2. Seller will use commercially reasonable efforts to perform and deliver the items provided in a timely manner in accordance with (a) the specifications set forth in the SOW, and (b) industry standards where the SOW does not prescribe or regulate Seller's performance and delivery of the items provided.

CUSTOMER RESPONSIBILITIES

1. In the event Customer-issued laptops are required, Customer will provide a modern hardware platform with appropriate permissions to allow Seller resources to complete their work effectively.
2. Customer will provide all physical and remote access, as required to complete this project.
3. Customer is responsible for all hardware/software/licensing required to accomplish this project.
4. Customer will provide a single point of contact (SPOC) who will be authorized to make all decisions and approvals regarding this agreement. This SPOC will also be responsible for timely responses to all requests for information, access, etc.
5. Customer will coordinate schedules and ensure the correct staff members (with required level of technical and/or procedural knowledge and/or approval authority) are invited to attend project related meetings, working sessions, and/or workshops/trainings.
6. Customer will ensure timely distribution of documentation and information to Seller, and that documentation will be accurate, complete, and up-to-date.

PROJECT ASSUMPTIONS

The following project assumptions are made:

1. Project scheduling and kickoff are subject to contract signature plus six (6) weeks lead time for resource allocation.
2. All project tasks are subject to scheduling and may occur in a non-consecutive timeframe.
3. This project will be delivered remotely.
4. Unless previously agreed upon, all activities will be performed during normal business hours: Monday through Friday, 8:00 AM to 5:00 PM Eastern Time.
5. Seller reserves the right to correct any error or omission in the SOW and will do so by utilizing a Change Order process. The initial project kick-off meeting and design workshop(s) might uncover unforeseen items that impact the SOW and will be addressed (if necessary) by the Change Order process.
6. There may be external projects/dependencies that have a significant impact on timeline, schedule, and/or items provided. It is Seller's assumption that every reasonable attempt will be made by both Customer and Seller teams to mitigate such situations.
7. Seller will retain all intellectual property rights to training content developed and/or delivered.
8. Customer agrees to be referenced for services delivered in publicly available Seller assets such as case studies, website, blog, white papers, and/or other forms of marketing materials.
9. Customer will make available an existing full sandbox for the duration of this project.
10. Customer is responsible for procuring all necessary Salesforce products prior to project kickoff (this includes Customer Community Plus licenses), as well as Education Cloud licensing and any additional licenses as applicable.
11. Customer is responsible for providing access to clean, deduplicated source data to support data migration.
 - a. Customer is responsible for providing a SQL database to support data migration. Alternatively, Seller can host the SQL instance at an additional cost to the client.
 - b. Customer is responsible for confirming an ETL tool to support data migration and data integration.
12. Customer will assign a project manager to work with Seller throughout the duration of the engagement to coordinate Customer resources and schedule meetings.
13. Customer will provide adequate access to all required systems for analysis.
14. Customer will provide reasonable access to key personnel in a timely fashion. This includes participation in key activities including discovery, sprint demos, migration and integration planning, testing, and training sessions.

-
15. Seller expects and plans to perform all services in a continuous manner. Delays mandated by Customer may have cost and schedule implications. Seller will detail any changes to cost and schedule resulting from such slippage in an executed Change Request.
 16. Customer will have five (5) contiguous business days to review provided items provided and notify Seller of acceptance or required changes. If Customer does not notify Seller within five (5) contiguous business days, Customer will be deemed to have accepted the deliverable.
 17. Any issues, blockers, delays, changes, or slippage due to Customer team or Customer's other vendors/consultants/partners will be communicated promptly to Seller to evaluate project and timeline risks(s) and may require a Change Order.
 18. Seller resources will be given access to communication, project management, artifact repositories, and any platform the builders are using.
 19. This approach is highly agile and will require iteration in order to fully incorporate recommendations and best practices. Seller expects to participate in regular agile and project management ceremonies of Customer with respect to the project in order to provide architectural recommendations, manage the risks, and iterate through solutions as new requirements are captured.
 20. Customer will provide the necessary resources to work with Seller team in the performance of this engagement and will be responsible for the performance and participation of the team member(s). This includes arranging for connection and coordination between any additional vendors, consultants, and partners, as needed.
 21. Customer is responsible for all software licensing related to Salesforce and other application environments.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project’s prioritization is demoted, and Customer resources are reallocated causing the project’s schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“Unit Rate”) multiplied by the number of units being provided (“Billable Units”) for each unit type provided by Seller (see Table below).

Services Fees of \$926,132.40 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 3,915 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment. Hourly rates are subject to change for highly specialized resources.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Unit Type	Unit Rate	Billable Units	Subtotal
Engineer – Per Hour	\$236.56	3,915	\$926,132.40
Estimated Totals		3,915	\$926,132.40

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
Site 1	4200 CONNECTICUT AVE NW, Washington, DC 20008

Attachment A-1 – Catalog Pricing

Supplier will provide Members with prices at a discount off Supplier’s Nationally Advertised Price (“NAP”) or Manufacturer’s Suggested Retail Price (“MSRP”) as indicated for the categories and manufacturers listed below. NAP is available on Supplier’s website at www.cdwg.com. MSRP can be found on manufacturers’ websites. Supplier is not responsible for the accuracy of the MSRP and will to the best of its ability, obtain from the manufacturer, a new MSRP list between the first (1st) and fifth (5th) business day of each month and if Supplier is successful, will recalculate pricing based on such MSRP list within five (5) business days of receipt. Pricing will remain static until the next monthly update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates. Supplier will strive for thirty (30) days’ notice, but may make adjustments with at least five (5) days’ written notice to E&I.

Category	Supplier Category Code	Price List	Discount
Accessories - Lot 1	A	NAP	9.00%
Notebook/Mobile Devices (exclude Notebooks, includes Notebook Accessories) - Lot 1	A\LA*	NAP	4.50%
Power, Cooling, & Rack - Lot 1	B	NAP	7.00%
UPS/Battery Backup - Lot 1	B\BA	NAP	10.00%
Desktop Computers - Lot 1	C	NAP	3.00%
Computer Cases - Lot 1	C\CE	NAP	9.00%
Desktop Memory Upgrades - Lot 1	C\PC	NAP	9.00%
PC Compatible Workstations - Lot 1	C\WO	NAP	5.00%
Data Storage/Drives - Lot 1	D	NAP	7.50%
Flash Memory - Lot 1	D\FL	NAP	9.00%
Consumer SSD - Lot 1	D\TN	NAP	9.00%
Enterprise Storage - Lot 4	E	NAP	7.50%
Drive Arrays/Cache Memory - Lot 1	E\DY\CME	NAP	9.00%
Enterprise SSD	E\ES	NAP	9.00%
Point of Sale/Data Capture - Lot 1	F	NAP	5.50%
Servers & Server Management - Lot 4	H	NAP	5.00%
Server Accessories/Motherboards - Lot 1	H\EC\MOB	NAP	9.00%
Server Accessories/CPUs/Fans - Lot 1	H\MC	NAP	9.00%
Server Memory Upgrades - Lot 1	H\SQ	NAP	9.00%
Services (CDW Delivered) - Lot 5	J	NAP	1.00%
PowerBook Memory Modules - Lot 1	L\LM	NAP	9.00%
Notebook Computers - Lot 1	L\NB	NAP	2.00%
Tablets (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	3.50%
NetComm Products - Lot 4	N	NAP	9.00%
Network Device Memory - Lot 1	N\NT	NAP	9.00%
Carts and Furniture - Lot 1	O	NAP	9.00%
Printing & Document Scanning - Lot 2	P	NAP	3.50%
Laser Printers (Single Function Printers) - Lot 2	P\LP	NAP	5.00%
Single Function Printers - Lot 2	P\LP	NAP	5.00%
Printer Memory Upgrades - Lot 1	P\PM	NAP	9.00%
Printer Accessories - Lot 2	P\PA	NAP	10.00%
Toner (Printer Supplies) - Lot 2	P\PU	NAP	8.00%

Category	Supplier Category Code	Price List	Discount
Printer Supplies (excluding toner)	P\PU	NAP	8.00%
Services (Partner Delivered) - Lot 5	Q	NAP	3.00%
Software - Lot 3	S	NAP	3.00%
Collaboration Hardware - Lot 1	T	NAP	9.00%
Memory/System Components - Lot 1	U	NAP	9.00%
Video-Projection-Pro Audio - Lot 1	V	NAP	6.50%
Digital Signage Displays - Lot 1	V\PZ	NAP	8.50%
LCD panels or monitors (Computer Displays) - Lot 1	V\VL	NAP	1.50%
Cables - Lot 1	W	NAP	15.00%
APC (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
APC (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
Apple Products		Refer to Attachment A-2	
HP Enterprise (Enterprise Storage) - Lot 4	E	NAP	9.50%
HP Enterprise (Servers & Server Management) - Lot 4	H	NAP	7.00%
HP Enterprise (Netcomm Products) - Lot 4	N	NAP	11.00%
HP Enterprise (Services [Partner Delivered]) - Lot 5	Q	NAP	7.00%
HP Enterprise (Data Center Application Services)		MSRP	30.00%
HP Enterprise (Networking Software)		MSRP	30.00%
HP Enterprise (Networking Optimization & Acceleration)		MSRP	34.00%
HP Enterprise (Optical Networking)		MSRP	34.00%
HP Enterprise (Routers)		MSRP	34.00%
HP Enterprise (Security)		MSRP	34.00%
HP Enterprise (Storage Networking)		MSRP	20.00%
HP Enterprise (Switches)		MSRP	34.00%
HP Enterprise (Wireless)		MSRP	34.00%
HP Enterprise (Unified Communications)		MSRP	34.00%
HP Inc (PC Compatible Workstations) - Lot 1	C\WO***	NAP	7.00%
HP Inc (Notebook Computers) - Lot 1	L\NB	NAP	4.00%
HP Inc (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	5.50%
HP Inc (Single Function Printers) - Lot 2	P\LP	NAP	7.00%
HP Inc (Printer Supplies) - Lot 2	P\PU	NAP	10.00%
HP Inc (Services [Partner Delivered]) - Lot 5	Q	NAP	5.00%
HP Inc (Computer Displays) - Lot 1	V\VL	NAP	3.50%
Lenovo (PC Compatible Workstations - Mfg Code LVP**) - Lot 1	C\WO***	NAP	9.00%
Lenovo (Notebook Computers - Mfg Code LVO**) - Lot 1	L	NAP	6.00%
Lenovo (Convertible PCs/Slate PCs - Mfg Code LVO**) - Lot 1	L\RD	NAP	7.50%
Lenovo (Services [Partner Delivered] - Mfg Code LVO**) - Lot 5	Q	NAP	7.00%
Microsoft Surface (Convertible PCs/Slates) - Lot 1	L\RD	NAP	5.50%
Palo Alto Networks (Hardware)		MSRP	16.00%

Category	Supplier Category Code	Price List	Discount
Palo Alto Networks (Miscellaneous)		MSRP	16.00%
Palo Alto Networks (Education)		MSRP	11.00%
Palo Alto Networks (Subscription)		MSRP	11.00%
Palo Alto Networks (Support)		MSRP	11.00%
Tripp-Lite (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
Tripp-Lite (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
VMware (Software – Mfr. Code VMM) - Lot 3	S	NAP	5.00%
***Supplier category code changed from C\DT to C\WO			
**Mfg Code LVP corrected to LVO			
**Mfg Brocade offer removed; Brocade bought by Broadcom Ltd.			
*Supplier category code L\LA moved to A\LA			
GENERAL NOTES: Supplier category code Client Configure-to-Order moved from C\DT\BTO to new Supplier category code R\BO\BTO			
All rows in BLUE above are new introductions of more granular Supplier category codes with discounts at or more aggressive than parent Supplier category code			

Relevant Terms

Refer to Attachment B, Section I for relevant Terms

Attachment A-2 - Apple Products and Services (for Higher Education members only)

Supplier will provide Members with prices at a discount of 0.5% off Supplier's Nationally Advertised Price ("NAP") or Education List Price ("ELP"), where available. NAP is available on Supplier's website at www.cdwg.com. ELP can be found at www.apple.com. Supplier is not responsible for the accuracy of the ELP. Supplier will exercise all commercially reasonable efforts to access the manufacturer website on Supplier working Monday of each calendar week to obtain the most current ELP. If successful, Supplier will recalculate, and update pricing based on such ELP list within five (5) business days of receipt. Pricing will remain static until the next update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates.

Attachment A-3 – Configuration Services

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Attachment A-4 – Professional Services

CDWG Professional Services means Professional, field or consulting services, as more fully described in a mutually executed SOW (Attachment C), performed directly by CDWG and/or subcontractors. Hourly or fixed rates will be negotiated based on the Member, role, geography, and scope (solution domain, discipline, and competencies) of the services engagement to perform the service. CDWG will create a SOW detailing the exact scoping and pricing of the Professional Services to be provided, which will be executed by CDWG and the Member prior to the start of engagement. Expenses (T&E) may be an additional consideration depending on project specifics.



**AMENDMENT NUMBER 4
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC**

This **AMENDMENT NUMBER FOUR** ("Amendment") is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and **CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061** ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Computer Equipment and Related Hardware, Software, Services and Support, dated August 1, 2017 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I and Supplier agree to exercise the five- (5) year renewal option as noted in Section II, Term of Agreement. The new expiration date is July 31, 2027.
2. Section 40, Termination for Convenience, as shown below is hereby deleted in its entirety:

40. Termination for Convenience

E&I may terminate this Agreement for any reason (convenience) upon three hundred sixty-five (365) calendar days prior written notice to the Supplier.

3. Section 45, Open Records, is hereby deleted in its entirety and replaced with the following language:

45. Open Records

Information, documentation, and other materials submitted by Supplier in response to the solicitation, the terms of this Agreement or documents resulting thereof may be subject to public disclosure under the applicable freedom of information statutes or regulations applicable to E&I or its Members. In the event E&I receives a request for such disclosure, Supplier shall be promptly notified within five (5) calendar days of receipt of the disclosure request and shall be allowed to respond accordingly within five (5) calendar days, including to identify information Supplier contends is exempt from disclosure under applicable freedom of information statutes or regulations.

In the event Member receives a request for such disclosure, Supplier shall be promptly notified and shall be allowed to respond accordingly, including to identify information Supplier contends is exempt from disclosure under applicable freedom of information statutes or regulations.

3. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
4. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

SIGNATURE PAGE TO FOLLOW



**AMENDMENT NUMBER 4
TO MASTER AGREEMENT CNR01439**

**BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of **May 31, 2019**.

CDW GOVERNMENT LLC

E&I COOPERATIVE SERVICES, INC.

By: [Signature]

By: [Signature]
81C8F65B6DAC440...

Name: ROBERT F. KIRBY

Name: Gary D. Link, C.P.M.

Title: PRESIDENT, CDW-GOVERNMENT

Title: Chief Business Development Officer

Date: 7/5/2019

Date: 7/11/2019 | 6:44 PM EDT

Address (for Notices):
CDW Government LLC
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Federal Tax ID: 36-4230110

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-169459

^{DS}
[Signature] /11/2019 | 3:39 PM EDT



Date of Notice: April 23, 2024

Notice Number: L0011786398

CDW GOVERNMENT LLC.
230 N MILWAUKEE AVE
VERNON HILLS IL 60061-4304

FEIN: **-***0110
Case ID: 4231301



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED CDW Corporation 200 North Milwaukee Avenue Vernon Hills IL 60061 USA	INSURER A: Lloyd's Syndicate No. 2623		AA1128623
	INSURER B: The Phoenix Insurance Company		25623
	INSURER C: The Charter Oak Fire Insurance Company		25615
	INSURER D: Travelers Property Cas Co of America		25674
	INSURER E: The Travelers Indemnity Co of CT		25682
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570102087457 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6605D53096A see addendum	10/01/2023	10/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6N190234-23-I3-G	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP6J53867923I3 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
							Retained Limit	\$10,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8P79604A2351K AOS UB8P8306872351R AZ, MA, WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D					10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O - Miscellaneous Professional-Primary			w19A8C230901 Claims Made-cyber/network SIR applies per policy terms & conditions	10/01/2023	10/01/2024	Each Claim Aggregate	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

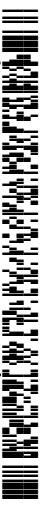
Evidence of Coverage
 Named Insured includes: CDW Government LLC, CDW LLC, CDW Direct LLC, CDW Logistics LLC, CDW Technologies LLC and CDW Finance Corporation, Sirius Computer Solutions LLC, Amplified IT, LLC, Infogroup Northwest, LLC, Focal Point Data Risk, LLC, Locus Recruiting, LLC, and Enquizit LLC.

CERTIFICATE HOLDER	CANCELLATION
CDW Corporation 200 North Milwaukee Avenue Vernon Hills IL 60061 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

570102087457

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED CDW Corporation	
POLICY NUMBER See Certificate Number: 570102087457			
CARRIER See Certificate Number: 570102087457	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Commercial General Liability

Commercial General Liability
Policy# 6605d53096A
State and Insurer(s) Affording Coverage
California Travelers Property Casualty Company of America NAIC# 25674
All Other The Phoenix Insurance Company NAIC# 25623

CHANGE ORDER #001

November 25, 2024

Stephen Morris
CDW Corporation
200 N. Milwaukee Avenue
Vernon Hills, IL 60061

Subject: Change Order for DV – Salesforce Phase I and Phase II

Dear Mr. Morris:

The scope of services for the DV – Salesforce Phase I: Recruitment and Admissions MVP+ dated October 23, 2024, and Salesforce Education Cloud Phase II: Waves Program dated October 24, 2024: Recruitment & Admissions MVP+ projects are described in the attached Statements of Work.

DV – Salesforce Phase I: Recruitment and Admissions MVP+

The cost of additional services for Phase I is two hundred seventy-four thousand, four hundred nine dollars and sixty cents (\$274,409.60).

The services under this phase shall be completed on or before 365 days from the date of the original award, June 11, 2024.

Salesforce Education Cloud Phase II: Waves Program

The cost of services for Phase II shall not exceed three million dollars (\$3,000,000.00).

Fee breakout by fiscal year:

FY25

- Month 1-7 (March 2025-September 2025): \$1,725,590.40, or roughly \$250,000 per month

FY26

- Months 8-12 (October 2025-September 2026): \$1,274,409.60

The services for Phase II shall be completed on or before September 30, 2026.

The original purchase order is in the amount of \$926,132.40. The amount of this Change Order for Phase I (\$274,409.60) and Phase II (\$3,000,000.00) totals three million, two hundred seventy-four thousand, four hundred nine dollars and sixty cents (\$3,274,409.60).

The total amount of this contract shall be in an amount not to exceed four million, two hundred thousand, five hundred forty-two dollars (\$4,200,542.00). If additional costs arise, a separate statement of work will be mutually agreed upon, signed by the duly authorized representative of both parties and a separate purchase order will be issued.

Mary Ann Harris, MPA
Director

Office of Contracting and Procurement

If there are any conflicts between the provisions of this Change Order #001 and the attachments or the contract then the following shall control in the following order: (1) this Change Order #001, (2) the attachments, (3) the contract. All other terms and conditions under the contract remain unchanged.

Please sign the original of this change order and return it to the Office of Contracting and Procurement.

Sincerely,

Mary Ann Harris
Chief Contracting Officer

Signature: _____

Date: _____

Accepted and agreed by

CDW Corporation
Stephen Morris
Vice President of Intelligent Platforms

Signature:  _____

Date: _____ 12/2/24 _____

Attachments:

- DV – Salesforce Phase I: Recruitment & Admissions MVP+
- Salesforce Education Cloud Phase II: Waves Program



CHANGE ORDER

Project Name:	DV – Salesforce Phase I: Recruitment & Admissions MVP+	Seller Representative: Ebony Thomas 230-851-7188 ebontho@cdwg.com
Customer Name:	University of the District of Columbia	
CDW Affiliate:	CDW Government LLC	
Effective Date:	October 23, 2024	Requesting Party: University of the District of Columbia
Contract#/Change ID:	129296-01	

This change order (“**Change Order**” or “**CO**”) is made and entered into this October 23, 2024 (the “**Effective Date**”) by and between the undersigned, CDW Government, LLC (“**Seller**” and “**we**”), and University of the District of Columbia (“**Customer**” and “**you**”), and amends that certain DV – Salesforce Phase I: Recruitment & Admissions MVP+ Statement of Work made effective June 13, 2024

This SOW shall be governed by that certain E&I Master Agreement Number CNR01439 between CDW Government LLC and E&I Cooperative Services dated the 1st of August 2017 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

Customer requires an operational CRM to support key business processes with decreased manual data management. With a Phase 1 focus on Recruitment and Admissions, the build requires scalability for the future phases of student enrollment, graduation, through alumni, while providing Customer with a 360-degree visibility of constituents and operations. Key use cases for evaluation include:

- Recruitment: territories, marketing, events
- Portal: applications, knowledge, cases
- Applications: for all 7 departments
- Scheduling: appointments
- Communications: email, SMS, drip campaigns
- Reports & Dashboards

To meet those objectives, the Phase 1 Salesforce Education Cloud implementation is comprised of the following key build points:

- Key 1: Structure Education Cloud for R&A with vision for future phases
- Key 2: Build a CRM environment that allows cross-departmental data transparency
- Key 3: Provide Prospects & Applicants with one-stop shop Portal
- Key 4: Establish an Event tool for every Customer R&A prospect and applicant event
- Key 5: Create options for one-off and drip campaigns for all constituents through email and SMS

The key build points have guided the final technology stack including Salesforce Education Cloud, Salesforce Experience Cloud, Salesforce Marketing Cloud Engagement, FormAssembly, Salesforce Scheduler, Blackthorn, MuleSoft, and Mogli.

To achieve these objectives, the following scope is being added to the project:

MARKETING CLOUD

Utilizing the Project Contingency Funding included in the SOW

MARKETING CLOUD DISCOVERY DEEP DIVE

- (3) Discovery sessions

- Define six (6) email templates to be built utilizing out-of-the-box Marketing Cloud templates
- Map out one (1) Journey Builder Journey and associated details
- Confirm requirements for custom subscription center

MARKETING CLOUD ENGAGEMENT FOUNDATION BUILD FOR PARENT BUSINESS UNIT (1)

- Configure Marketing Cloud to activate email
- Configure Marketing Cloud platform settings, user creation
- Configure Marketing Cloud build tasks to enable email channel
- Build up to six (6) email templates based on out-of-the-box Marketing Cloud templates
- Develop custom subscription center for use with email channel to allow opt-in/down/out
- Build one (1) Journey Builder journey as mapped out within approved Solution Design per Business Unit

TRAINING

- End User & Admin Training
- Training Documentation, recorded virtual sessions, and quick reference guide

FORMASSEMBLY

- Addition of 11 variations of application forms
- 4 Request for Information (RFI) Forms & Surveys
- Associated connectors and setup

MOGLI

- SMS Messaging
- Setup and configuration

INTEGRATIONS

An API-based integration between the existing Banner Student Information System (SIS) will be developed using Salesforce's MuleSoft as the iPaaS solution. The scope of this bi-directional integration includes:

- Transfers selected applicants from Salesforce to Banner SIS.
- Transfer student information, application details, and other needed data to Banner SIS at selected intervals.
- Copy Banner IEs into Salesforce after creation in Banner SIS

An API-based integration between CommonApp will be developed using Salesforce's MuleSoft as the iPaaS solution. The scope of this one-way integration includes:

- Load Common Application information from provided files into Salesforce for evaluation and review.
- Extract supporting files from Common Application provided archives files into Salesforce files or selected Document Management System.

ASSUMPTIONS

1. The additional scope will focus on new features, integrations, or enhancements not included in the original SOW.
2. Changes or additions to the data model, workflows, automation, or third-party integrations will be clearly defined before work begins.
3. All new requirements and deliverables are subject to approval and alignment with existing Salesforce architecture.
4. Additional hours will require increased resource allocation, including developers, consultants, project managers, and quality assurance personnel.
5. All resources needed for the additional scope will be available for the project's duration.
6. The budget will be adjusted based on the additional scope and the agreed-upon increase in hours and resource requirements.
7. The rate structure for the additional hours will remain consistent with the original agreement unless otherwise specified.

8. Any further changes in scope beyond this change order will require additional budget approvals.
9. Any delay in obtaining necessary third-party licenses or tool configurations will impact the project timeline.
10. Any additional risk associated with the expanded scope, such as integration complexities or data migration challenges, will be assessed and mitigated as part of this change order.

SCHEDULE IMPACT

1. The resources will not be capped for a weekly burn on hours as long as their hours remain within the overall budget of this Change Order.
2. The project's anticipated go-live date is late February 2024. Current funding for this project is projected to be fully consumed by January 6, 2025.
3. This Change Order does not include any modification to payment terms previously agreed in the SOW.
4. All approved COs will become addendums to the original SOW, which will then form the new baseline upon which future changes will be measured.
5. The terms of this Change Order, as stated, will remain valid only if executed on or before November 30, 2024.

ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table 1).

The Total Services Fees of \$274,409.60 does not represent a *fixed fee*. Neither the Total Billable Units of 1160 nor the Total Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services. If additional costs arise, both parties will mutually agree upon a separate statement of work, signed by the duly authorized representative of both parties and a separate purchase order will be issued

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00am to 5:00pm local time, Monday through Friday, excluding holidays).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date a then again for at least six (6) months after any subsequent adjustment, Hourly rates are subject to change for highly specialized resources.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

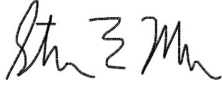
Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Engineer – Per Hour	\$236.56	1,160	\$274,409.60
Estimated Totals		1,160	\$274,409.60

SIGNATURES

In acknowledgement that the parties below have read and understood this Change Order and agree to be bound by it, each party has caused this Change Order to be signed and transferred by its respective authorized representative.

CDW Gove

By: 
signature

Name: Stephen Morris
Title: VP of Intelligent Platforms
Date: 12/2/24

University of the District of Columbia

By: _____
signature

Name: _____
Title: _____
Date: _____

X The following Manager has given approval:



CDW-G ROM

Project Name:	Salesforce Education Cloud Phase II: Waves Program	Seller Representative: Ebony Thomas +1 (203) 851-7188 ebontho@cdwg.com
Customer Name:	University of the District of Columbia	
CDW Affiliate:	CDW Government LLC	
Drafted By:	Coastal Cloud LLC	Solution Architect: Amy Sanchez
Date:	October 31, 2024	
Project Number:		

This ROM shall be governed by that certain E&I Master Agreement Number CNR01439 between CDW Government LLC and E&I Cooperative Services dated the 1st of August 2017 (the “Agreement”) by and between the University of the District of Columbia (“Client”) and CDW-G (aka "Service Provider"), and its Affiliates (individually and collectively, hereinafter “Service Provider”).

This Quote will expire ninety (90) days from the issue date, November 1, 2024.

PROJECT OVERVIEW

Client desires a Technology Services Partner with the capability to initiate the design, development, and deployment of various Salesforce and related applications to create a robust, cohesive, and forward-looking solution for Enrollment and Student Success functionality on the Salesforce Education Cloud platform. In addition, the Client seeks a partner who can bring thought leadership, planning, and documentation around business analysis. This Phase II project, facilitated via the Waves Program, will enable the client to achieve a Salesforce solution that incorporates industry best practices, careful data security, strong end-user experience, and a 360 view of the student experience. This agreement is for a twelve (12) month period.

PRELIMINARY SCOPE OF WORK

The team (Client team members and Service Provider team members) will work in an agile fashion against priorities defined by the roadmap set by Executive Stakeholders.

During the effort, the Client Executive Sponsor may re-prioritize or add requirements to future sprints & releases. Release scope changes will be based upon mutual agreement of the Executive Stakeholders to align effort and team capacity. Should requirements be removed or deprioritized from the roadmap, the associated level of effort and budget will be adjusted accordingly, and cost savings, if applicable, will be outlined.

Waves: Managed Services & Innovations focused on Performance Objectives

Service Providers’ primary purpose is to provide a far more significant benefit to the Client than simply supporting the day-

to-day administration and incremental improvements. While our expertise is needed in these areas, a far greater impact can be derived from innovative projects that enable the achievement of performance metrics at the highest level of the organization. Our goal is to provide a greater return on investment than our services and the license cost of the platforms you have invested in.

Client has outlined the following objectives as potential candidates for the Phase II Waves program:

1. System Integrations, leveraging MuleSoft, including:
 - a. Client's new financial ERP system
 - b. Financial Aid system
 - c. Parchment system
 - d. Payment gateway system
2. Event Functionality, including:
 - a. Processing for event fees and costs for events
 - b. Introduction of paid registration option for events
3. Admissions and Enrollment Services, including:
 - a. Undergraduate Admissions
 - b. New/additional admissions forms
 - c. Course management
 - d. Program management
 - e. Degree plan paths
 - f. Financial aid information
 - g. Reports and dashboards for enrollment, matriculation, etc.
4. Advising Services and Student Success Services, including:
 - a. Steps to graduation and graduation requirements
 - b. Career Services
 - c. Special Programs
 - d. Counseling & Wellness
 - e. Judicial Affairs
 - f. Health Services
 - g. International Services
 - h. Residence Life
 - i. Student Center
 - j. Student Life
 - k. Student Advocacy
 - l. Accessibility Services
 - m. Center for Diversity, Inclusion, & Multicultural Affairs (CDIMA)
 - n. Veteran Affairs
5. Registrar
6. CAUSES
7. School of Law
8. Grant management
9. MOU management
10. OCR for scanned documents
11. Volunteer management
12. Associated data migration, user management and data security for the above

PROJECT TIMELINE

Client has requested a start date of March 2025 for the Waves Program.

Resources to support services assumed in this quote require a signature on a valid contract or mutually acceptable letter of intent within 4-6 weeks of the Waves Program Start Date.

BUDGETARY INFORMATION

Please note that this is a Rough Order of Magnitude (ROM) and is provided for internal budgetary purposes only. This ROM does not obligate CDW or the customer in any manner with respect to this project.

Please note that this budgetary excludes anticipated Travel, Per Diem, Contracting Fees, and/or Project Financing Costs.

CDW can provide a formal proposal once the scope of work and project requirements are further defined or in response to a formal solicitation. Any subsequent contract shall be subject to mutually acceptable terms and conditions.

Category	Fee
Professional Services	Not to Exceed \$3,000,000

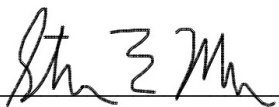
Fee breakout by fiscal year:

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- Month 1-7 (March 2025-September 2025): \$1,725,590.40, or roughly \$250,000 per month

FY26

- Months 8-12 (October 2025-September 2026): \$1,274,409.60

Signature: 

Date: 12/2/24



CDW-G ROM

Project Name:	Salesforce Education Cloud Phase II: Waves Program	Seller Representative: Ebony Thomas +1 (203) 851-7188 ebontho@cdwg.com
Customer Name:	University of the District of Columbia	
CDW Affiliate:	CDW Government LLC	
Drafted By:	Coastal Cloud LLC	Solution Architect: Amy Sanchez
Date:	February 18, 2025	
Project Number:		

This ROM shall be governed by that certain E&I Master Agreement Number CNR01439 between CDW Government LLC and E&I Cooperative Services dated the 1st of August 2017 (the “Agreement”) by and between the University of the District of Columbia (“Client”) and CDW-G (aka "Service Provider"), and its Affiliates (individually and collectively, hereinafter “Service Provider”).

This Quote will expire ninety (90) days from the issue date, February 19, 2025.

PROJECT OVERVIEW

Client desires a Technology Services Partner with the capability to initiate the design, development, and deployment of various Salesforce and related applications to create a robust, cohesive, and forward-looking solution for Enrollment and Student Success functionality on the Salesforce Education Cloud platform. In addition, the Client seeks a partner who can bring thought leadership, planning, and documentation around business analysis. This Phase II project, facilitated via the Waves Program, will enable the client to achieve a Salesforce solution that incorporates industry best practices, careful data security, strong end-user experience, and a 360 view of the student experience. This agreement is for a twelve (12) month period.

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During the effort, the Client Executive Sponsor may re-prioritize or add requirements to future sprints & releases. Release scope changes will be based upon mutual agreement of the Executive Stakeholders to align effort and team capacity. Should requirements be removed or deprioritized from the roadmap, the associated level of effort and budget will be adjusted accordingly, and cost savings, if applicable, will be outlined.

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 - d. Counseling & Wellness
 - e. Judicial Affairs
 - f. Health Services
 - g. International Services
 - h. Residence Life
 - i. Student Center
 - j. Student Life
 - k. Student Advocacy
 - l. Accessibility Services
 - m. Center for Diversity, Inclusion, & Multicultural Affairs (CDIMA)
 - n. Veteran Affairs
5. Registrar
6. CAUSES
7. School of Law
8. Grant management
9. MOU management
10. OCR for scanned documents
11. Volunteer management
12. Associated data migration, user management and data security for the above
13. Help desk

It is important to note that the final requirements for these objectives have not yet been confirmed. As a result, the estimated timeline and budget include assumptions for the complexity of the work based on a current-state understanding of the Client's operations and tools.

PROJECT TIMELINE

Client has requested a start date of April 2025 for the Waves Program.

Resources to support services assumed in this quote require a signature on a valid contract or mutually acceptable letter of intent within 4-6 weeks of the Waves Program Start Date.

BUDGETARY ESTIMATE

Please note that this estimate is a Rough Order of Magnitude (ROM) and is provided for internal budgetary purposes only. This ROM does not obligate CDW or the customer in any manner with respect to this project.

Please note that this budgetary estimate excludes anticipated Travel, Per Diem, Contracting Fees, and/or Project Financing Costs.

CDW can provide a formal proposal once the scope of work and project requirements are further defined or in response to a formal solicitation. Any subsequent contract shall be subject to mutually acceptable terms and conditions.

Category	Fee
Professional Services	\$3,000,000

Estimated Fee breakout by fiscal year:

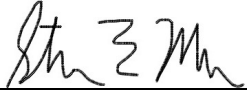
FY25

- Month 1-6 (April 2025-September 2025): \$1,475,590.40, or roughly \$250,000 per month

FY26

- Months 7-12 (October 2025-September 2026): \$1,524,409.60

CDW Government LLC

By:  _____
signature

Name: Stephen Morris

Title: VP of Intelligent Platforms

Date: 2/19/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED CDW Government LLC 230 North Milwaukee Ave Vernon Hills IL 60061 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Phoenix Insurance Company		25623
	INSURER B: The Charter Oak Fire Insurance Company		25615
	INSURER C: Travelers Property Cas Co of America		25674
	INSURER D: Travelers Commercial Casualty Co		40282
	INSURER E: Lloyd's Syndicate No. 3623		AA1120055
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570109320690 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H6605D53096APHX24 see addendum	10/01/2024	10/01/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6N190234-24-I3-G	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP6J53867924I3 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
							Retained Limit	\$10,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A <input checked="" type="checkbox"/> N N/A			UB8P79604A2451K AOS UB8P8306872451R AZ, MA, WI	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
E	E&O - Miscellaneous Professional-Primary			W19A8C241001 Claims Made-cyber/network SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each Claim Aggregate	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER University of the District of Columbia 4200 Connecticut Ave. NW Washington DC 20008 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570109320690

Certificate No :





AGENCY CUSTOMER ID: 10227766

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED CDW Government LLC	
POLICY NUMBER See Certificate Number: 570109320690			
CARRIER See Certificate Number: 570109320690	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Commercial General Liability

Commercial General Liability

Policy# H6605D53096APHX24

State and Insurer(s) Affording Coverage

California Travelers Property Casualty Company of America NAIC# 25674

All other The Phoenix Insurance Company NAIC# 25623

**ACKNOWLEDGMENT OF THE LIVING WAGE ACT OF 2006 &
THE LIVING WAGE ACT FACT SHEET
D.C. CODE §§ 2-220.01 - 2-220.11**

I, the undersigned, hereby acknowledge receipt of and understanding the provisions of The Living Wage Act of 2006, as outlined in D.C. Code §§ 2-220.01 - 2-220.11, and the associated Living Wage Act Fact Sheet (attached). I am aware of the requirements set forth by the Act, which mandates that contractors, subcontractors, and vendors doing business with the District of Columbia pay their employees a living wage, as defined by the Act.

I also recognize my obligation to comply with the regulations and provisions established by the District of Columbia to ensure that all employees are compensated in accordance with the standards outlined under the Living Wage Act.

By signing below, I confirm that I have read, understood, and agree to adhere to the terms and conditions of the Living Wage Act as set forth in the referenced D.C. Code sections.

Signed: Freda Hill

Name: Freda Hill

Title: Sr Mgr Proposals

Organization: CDW Government LLC

Date: 1/28/2025

THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2025, until June 30, 2025, the living wage rate is \$17.50 per hour.

Effective July 1, 2025, the District's Minimum Wage and Living Wage will increase to \$18.00 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 400 Virginia Ave., SW, 4th Flr, Washington, D.C. 20024; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing), in the amount of \$100,000 or more, shall pay affiliated employees wages at no less than the current living wage rate.

Effective January 1, 2024 until June 30, 2024, the living wage rate is \$17.05 per hour.

Effective July 1, 2024, the District's Minimum Wage and Living Wage will increase to \$17.50 per hour.

Subcontractors of D.C. government contractors, who receive \$15,000 or more from the contract, and subcontractors of the recipients of government assistance, who receive \$50,000 or more from the assistance, are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that students not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services



MURIEL BOWSER
MAYOR

DR. UNIQUE MORRIS-HUGHES
DIRECTOR

MEMORANDUM

TO: Brian K. Brooks
Contract Specialist
Office of Contracting and Procurement
b/k Brooks

FROM: Daniel King
Associate Director
Office of First Source Compliance
Department of Employment Services

DATE: January 9, 2025

SUBJECT: First Source Employment Agreement

The Department of Employment Services (DOES) has reviewed the First Source Agreement for **CDW Government LLC – PO-GF-2024-P-0144-88:**

In reviewing the Agreement, DOES has determined the following:

The contractor completed and signed the First Source Employment Agreement (attached).

Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of the contract.

You shall register and post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org.

In addition, at least 51% of all newly created jobs must be filled by District residents.

First Source reports are due by the 10th of each month throughout the duration of the contract. Company representative responsible for completing the First Source Contract Compliance reports must register and submit reports via First Source Online Registration and Reporting System (FORRS), <http://firstsource.dc.gov>.

If you have any questions or need additional information, please contact **John Nichols** at 202-698-3541 or john.nichols@dc.gov.

Attachment,



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT 2
FOR NON CONSTRUCTION CONTRACTS ONLY**



GOVERNMENT-ASSISTED CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: PO-GF-2024-P-0144-BB
 DISTRICT CONTRACTING AGENCY: UNIVERSITY OF THE DISTRICT OF COLUMBIA
 CONTRACTING OFFICER: MARY ANN HARRIS
 TELEPHONE NUMBER: 202-274-5426 Email: mharris@udc.edu
 TOTAL CONTRACT AMOUNT \$4,200,542.00
 EMPLOYER CONTRACT AMOUNT: \$4,200,542.00
 CONTRACT NAME: CHANGE ORDER # 001: DV - SALESFORCE PHASE I RECRUITMENT AND ADMISSIONS MVP+ AND SALESFORCE EDUCATION CLOUD PHASE II WAVES PROGRAM
 CONTRACT ADDRESS: N/A
 CITY: N/A STATE: N/A ZIP CODE: N/A
 CONTRACT START DATE: UPON EXECUTION OF CONTRACT CONTRACT END DATE: SEPTEMBER 30, 2026
 EMPLOYER START DATE: UPON EXECUTION OF CONTRACT EMPLOYER END DATE: SEPTEMBER 30, 2026

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: _____ DATE _____
 CONTRACT GRANT LOAN TAX ABATEMENT OR EXEMPTION LAND TRANSFER LAND DISPOSITION AND DEVELOPMENT AGREEMENT TAX INCREMENT FINANCING ANY ADDITIONAL LEGISLATION, IF YES _____
 D.C. CODE# _____
 BASE YEAR OPTION YEAR: 1 2 3 4 5 (SELECT CONTRACT YEAR)
 DESCRIPTION OF WORK: Phase I focus on Recruitment and Admissions, the build requires scalability future phases of student enrollment, graduation, through alumni, while providing 360-degree visibility of constituents and operations. Phase II facilitated via the Waves Program, Salesforce solution that incorporates best practices, data security, strong end-user experience, and a 360 view of the student experience. (Note: This is a multi-year contract).

EMPLOYER INFORMATION

EMPLOYER NAME: CDW Government LLC
 EMPLOYER ADDRESS: 230 N. Milwaukee Ave
 CITY: Vernon Hills STATE: IL ZIP CODE: 60061
 TELEPHONE NUMBER: (800) 800-4239 FEDERAL IDENTIFICATION NO.: 36-4230110
 CONTACT PERSON: Ebony Thomas
 TITLE: Account Manager
 E-MAIL: ebony@cdwg.com TELEPHONE NUMBER: (203) 851-7188
 CERTIFIED BUSINESS ENTERPRISE CERTIFICATION NUMBER: _____
 D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
 ARE YOU A SUBCONTRACTOR YES NO IF YES, NAME OF PRIME CONTRACTOR: _____
 NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: YES No

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2-219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431 is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

Pursuant to this Agreement, the EMPLOYER, which includes all contractors and subcontractors, shall meet the following requirements:

Employer shall hire 51% District of Columbia residents (DC residents) for all new jobs created by the Contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires for all new jobs created by the Government Assisted Project or Contract (Contract).

EMPLOYER began work on the Contract, prior to receipt of an accepted First Source Employment Agreement (Agreement) from DOES, in violation of D.C. Code §2-219.03. In order to continue to work on the Contract, Employer shall adhere to the Agreement requirements retroactive to the date that work began and continuing until Contract completion.

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
 - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Contract for which the beneficiary is required to use the First Source Register.
 - 2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
 - 3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted Contract totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government-assisted Project or Contract totaling \$300,000.00 or more, including all individual contractor and subcontractor entities at any tier, who performed work on the Project or Contract.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.

- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted Project or Contract (Contract)** means any construction or non-construction Project or Contract receiving funds or resources, valued at \$300,00 or more, from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.
- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
 5. Unemployed for six (6) months or more in the last 12-month period;
 6. Homeless;
 7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
 8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **New Hire:** New employee hired by EMPLOYER to work on the government assisted Contract or Project for the new job created.
- N. **Transfer:** Existing employees EMPLOYER who has already worked for company and has been moved from one contract to another contract.
- O. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of new positions that will be created as a result of

the contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the contracted hire dates;

2. A roster of all current employees to include the name, affirmation of DC residence (check mark), and Ward, including apprentices, trainees, and transfers from other projects or contracts, who will be employed on the Contract;
3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the Contract and the total number of full-time and part-time salaried employees that will be District residents;
4. A projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees who are District residents;
5. A timetable outlining the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;
6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;
10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Contract or Project;
11. A strategy to ensure that DC residents who work on the Contract or Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Contract or Project to the next;
12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and
13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act,

where applicable, and the EMPLOYER'S general DC resident hiring practices on projects or contracts completed within the last 2 years.

- P. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- Q. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.
- R. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Contract start date. No work associated with the relevant Contract can begin until the Agreement has been accepted by DOES.
- B. The EMPLOYER shall require all contract Employers with contracts or subcontracts, under a contract receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. Agreement will take effect once beneficiary/Employer been awarded a contract and has started work on the government assisted contract and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the contract and until such as construction is complete and a certificate of occupancy is issued.
- E. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the contract and sign a revised First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Contract (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Contract as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401-1431.
- H. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Contract a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the

EMPLOYER will promptly provide them to DOES.

- I. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.
- J. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- K. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.
- L. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The Employer shall complete a Revised Employment Plan that will include the information outlined in Section I.O.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org for a minimum of 10 calendar days. Should Employer need assistance posting job vacancies, Employer may contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Contract within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.B.
- E. The EMPLOYER shall submit to DOES, prior to commencing work on the Contract, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Contract. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.B.
- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

- A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, EMPLOYER shall still be required to meet the First Source hiring requirements for all new jobs created by the Contract.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER with Contracts receiving government assistance valued at \$300,000 or more shall hire DC residents for at least 51% of all new jobs created by the contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, payroll records and any other

documents required by DOES for reporting and monitoring.

- C. EMPLOYER shall submit to the Department of Employment Services each month from the start of the contract a hiring compliance report for the contract that includes the following Contract Compliance data:
1. Number of new job openings created/available;
 2. Number of new job openings listed with DOES, or any other District Agency;
 3. Number of DC residents hired for new jobs;
 4. Number of employees transferred to the Contract;
 5. Number of DC residents transferred to the Contract;
 6. Direct or indirect labor cost associated with the Contract;
 7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
 8. Number of apprenticeship hours worked;
 9. Number of apprenticeship hours worked by DC residents; and
 10. Workforce statistics throughout the entire Contract tenure.
- D. Monthly, EMPLOYER must electronically submit the Contract Compliance data to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
1. Document in a report to DOES its compliance with the hiring percentage requirements for all new jobs created by the Contract and the percentages of DC residents employed in all Job Classifications, for each area of the Contract; or
 2. Submit to DOES a request for a waiver of the hiring percentage requirements for all new jobs created by the Contract that will include the following documentation:
 - a. Documentation supporting EMPLOYER'S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive the hiring percentage requirements for all new jobs created by the Contract, and/or the required percentages of DC residents in all Job Classifications areas on the Contract, if DOES finds that:
1. DOES certified that Beneficiary or EMPLOYER demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or
 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or
 3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and

4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Contract.
 5. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the Employer for the positions created as a result of the Project;
 2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;
 3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;
 4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;
 5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 7. Whether the EMPLOYER interviewed employable candidates;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
 11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
 12. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Contract sites, employees, and documents.

- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Contracts as authorized by law. DOES will:
 - 1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.
 - 3. Make regular site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall Contract, Employer, contractor, and subcontractors' hiring.
 - 8. Provide formal notification of non-compliance with the required hiring or any alleged breach of the First Source Law to all contracting agencies, and stakeholders.

X. PENALTIES

- A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the beneficiary fail to meet the hiring requirements.
- B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Contracts for a period of five (5) years.
- C. Appeals of violations or fines will be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Contract throughout the duration of the Contract.

By:

Dario Bertocchi, VP Contracting Operations

12/20/2024

EMPLOYER Senior Official (Print)

Date

Dario J. Bertocchi

Digitally signed by Dario J. Bertocchi
Date: 2024.12.20 10:48:52 -08'00'

EMPLOYER Senior Official (Signature)

CDW Government LLC

Name of Company

230 N. Milwaukee Ave

Vernon Hills, IL 60061

Address

Telephone

Email


Signature Department of Employment Service

1/13/2025
Date



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN**



I. REVISED FIRST SOURCE EMPLOYMENT PLAN

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

DISTRICT CONTRACTING AGENCY: UNIVERSITY OF THE DISTRICT OF COLUMBIA
 CONTRACTING OFFICER: MARY ANN HARRIS
 TELEPHONE NUMBER: 202-274-5426
 TOTAL CONTRACT AMOUNT: \$4,200,542.00
 EMPLOYER CONTRACT AMOUNT: \$4,200,542.00
 PROJECT NAME: CHANGE ORDER # 001: DV - SALESFORCE PHASE I: RECRUITMENT AND ADMISSIONS MVP+ AND SALESFORCE EDUCATION CLOUD PHASE II: WAVES PROGRAM
 PROJECT ADDRESS: N/A
 CITY: N/A STATE: ZIP CODE: N/A
 PROJECT DESCRIPTION OF WORK: Phase I Recruitment and Admissions, build scalability future phases of student enrollment, graduation, through alumni...
 Phase II facilitated the Waves Program, Salesforce solution that incorporates best practices, data security, end-user experience... (Note: This is a multi-year contract)
 PROJECT START DATE: UPON EXECUTION OF CONTRACT PROJECT END DATE: SEPTEMBER 30, 2026
 EMPLOYER START DATE: UPON EXECUTION OF CONTRACT EMPLOYER END DATE: SEPTEMBER 30, 2026

EMPLOYER INFORMATION

EMPLOYER NAME: CDW Government LLC
 COMPANY NAME:
 EMPLOYER ADDRESS: 230 N. Milwaukee Ave
 CITY: Vernon Hills STATE: IL ZIP CODE: 60061
 TELEPHONE NUMBER: (800) 800-4239 FEDERAL IDENTIFICATION NO.: 36-4230110
 CONTACT PERSON: Ebony Thomas
 TITLE: Account Manager
 E-MAIL: ebony@cdwg.com TELEPHONE NUMBER: (203) 851-7188
 EMPLOYER DESCRIPTION OF WORK:

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES REQUIREMENTS FOR ENTIRE PROJECT OR PER EACH SUBCONTRACTOR

A. EMPLOYMENT HIRING PROJECTIONS

ALL EMPLOYERS:

Please indicate ALL new position(s) you will create as a result of the project. If you WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
	F/T	P/T			
A				N/A No hiring will be done as part of this project	
B					
C					
D					
E					
F					
G					
H					



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



B. JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the project.

N/A Please see documents provided by Coastal Cloud, who will be performing the work for this project.

This page to be completed by Employer

DB

Employer Initials

C. EMPLOYMENT PROJECTIONS.



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



C. EMPLOYMENT PROJECTIONS (Continued)

- IV. This strategy should include a remediation strategy to ameliorate any problems associated with meeting these 51% Hiring of District Resident requirements, including any problems encountered with contractors and subcontractors.

- V. The designation of a senior official from the Employer who will be responsible for implementing the hiring and reporting requirements.

- VI. Provide descriptions of the health and retirement benefits that will be provided to District residents working on the project or contract.

- VII. Provide a strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ District residents from one project or contract to the next.

This page to be completed by Employer

DB

Employer Initials



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



D. EMPLOYMENT PROJECTIONS (continued)

- VIII. Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents.
- IX. Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years.
- X. Please note that EMPLOYERS with construction projects must make payroll records available upon request at job sites to the contracting District of Columbia agency.

This page to be completed by Employer

DB

Employer Initials

MEMORANDUM

TO: Brian Brooks/UDC
FROM: Kenneth Saunders, Director



DATE: January 8, 2025

SUBJECT: Affirmative Action Program, CDW-G

CONTRACT: PO-GF-2024-P-0144-BB

We have reviewed the above-referenced contractor's EEO Employer Information Report and agreement to comply with the requirements of Mayor's Order 85-85, submitted by UDC on January 8, 2025. We find the forms are in conformity with the Mayor's Order.

If your Agency has any questions, contact OHR at 202-727-4559. **ALL QUESTIONS FROM THE CONTRACTOR SHOULD BE DIRECTED TO THE APPROPRIATE AGENCY REPRESENTATIVE, WHO MAY THEN CONTACT OHR.**

OCP/TC/PO-GF-2024-P-0144-BB

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2024 – 54**

SUBJECT: APPROVAL OF CHANGE ORDER NO. 1 TO THE CONTRACT FOR CUSTOMER RELATION MANAGEMENT IMPLEMENTATION SERVICES BETWEEN CDW GOVERNMENT, LLC AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA (“CONTRACT”)

WHEREAS, in accordance with the D.C. Official Code § 38-1202.01(a)(8), the Board of Trustees (“Board”) is charged with the responsibility of governing the University of the District of Columbia (“University”) and possesses all of the powers necessary or convenient to make contracts and procure and contract for goods and services; and

WHEREAS, pursuant to 8B DCMR § 3000.4, specific approval of the President is required for contracts totaling two hundred fifty thousand dollars (\$250,000) or more; and

WHEREAS, pursuant to 8B DCMR § 205.4(e), specific authorization of the Board is required for any commitment greater than one million dollars (\$1,000,000.00) in a single fiscal year for certain University procurements; and

WHEREAS, in accordance with the D.C. Official Code § 1-204.51(b)(1), approval of the Council of the District of Columbia (“Council”) is required for all contracts involving expenditure in excess of one million dollars (\$1,000,000) during a twelve (12)-month period; and

WHEREAS, in accordance with the D.C. Official Code § 1-204.51(c)(3), Council approval is required for multiyear contracts; and

WHEREAS, on June 11, 2024, the University executed the Contract with CDW Government, LLC (“Contractor”) to provide Customer Relation Management (CRM) implementation services for the University’s recruitment and admission of students, marketing and communications (“Project”) in the amount of nine hundred twenty-six thousand, one hundred thirty-two dollars and forty cents (\$926,132.40); and

WHEREAS, the University desires to add additional services to the initial scope of work (Phase I) and add services for a Phase II of the Project, all services related to the initial scope of work, which will be completed on or before September 30, 2026; and

WHEREAS, the additional services for Phase I and services for Phase II of the Project will increase the cost of the Contract by three million, two hundred seventy-four thousand, four hundred nine dollars and sixty cents (\$3,274,409.60), for a total amount not to exceed four million, two hundred thousand, five hundred forty-two dollars (4,200,542.00); and

WHEREAS, the University desires to modify the existing contract and enter into a multi-year agreement with the Contractor; and

WHEREAS, the President has approved the Contract modification; and

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2024 – 54**

WHEREAS, the Board has reviewed the terms of the Contract modification, as well as all necessary certifications from the University administration and is satisfied that the proposed Change Order No. 1 to the Contract represents the proper culmination of the University’s due diligence process and represents the best value to the University.

NOW THEREFORE BE IT RESOLVED, that, subject to the required approval of the Council the Board approves Change Order No. 1 to the Contract and each the President and the University’s Chief Contracting Officer are authorized to execute Change Order No. 1 to the Contract in substantially the form attached hereto as **Attachment A**.

BE IT FURTHER RESOLVED, that as soon as practicable, the President is hereby directed to transmit the Contract to the Council for its approval.

Submitted by the Operations Committee:

December 3, 2024

Approved by the Board of Trustees:

December 3, 2024



Christopher D. Bell
Christopher D. Bell
Chairperson of the Board

TO: Board of Trustees

FROM: Managing Director of Finance *David A. Franklin*

DATE: December 3, 2024

SUBJECT: CDW-G/Coastal Cloud Change Order

Conclusion

It is concluded that the University of the District of Columbia needs a change order for the Customer Relation Management (CRM) Salesforce implementation services with CDW Government, LLC (CDW-G) in the amount of \$3,274,409.60 which is inclusive of the additional services for Phase I and engagement for Phase II. There are sufficient funds in the University's approved FY25-30 capital improvement plan (CIP) budget to cover the cost of the change order.

Background

The University of the District of Columbia currently has a capital contract with CDW-G for the services noted above. The University is currently in Phase I (Recruitment, Admission, Marketing & Communication) of CRM implementation which is slated to conclude late February 2025. The current contract expires in June 2025.

Upon completion of an in-depth discovery process with UDC and the vendor, it was determined that four third-party IT applications tools would be required for the successful completion of the project. Moreover, additional hours are required to build out our Marketing Cloud instance. Under the change order, the vendor would provide an additional 1,160 hours to complete Phase I of the project. Also, the contract will include end-user and administrator training and training documentation.

Phase II (Student Experience) of the CRM project will immediately follow in March 2025 and proceed through September 2026. The Phase II deliverables focus on the onboarding of our students, student services, co-curricular activities, and engagement.

Fiscal Impact

The proposed change order for Phase I would begin after its approval and would go through June 10, 2025. Phase II, which will begin in March 2025 and go through September 30, 2026, includes the following engagement expenditures:

- FY25: \$2,000,000 (\$274,409.60 Phase I Change Order/\$1,725,590.40 Phase II)
- FY26: \$1,274,409.60

This request has been reviewed based on the information provided. There are no anticipated risks at this time.