SUBJECT: PIGGYBACK SOURCEWELL CONTRACT # 121923 – STATE OF MINNESOTA – TECHNOLOGY PRODUCTS AND SERVICES WITH RELATED SOLUTIONS - CDW Government, LLC

BID #: PSC-0390-24 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF EXECUTED CONTRACT THROUGH FEBRUARY 27, 2028

AGENCY: PROCUREMENT DIVISION

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Sourcewell Contract # 121923 with the State of Minnesota for the purchase of equipment, products and services. Total estimated expenditure amount not-to-exceed $3,000,000.00. Period of service will be from date of executed contract through February 27, 2028.

FUNDING SOURCE: Funding shall be encumbered from various accounts and executed by formal contract agreement through the Office of General Counsel and processed via Purchase Order(s).

ATTACHMENTS: Agency Memo, Risk Management, Supplier Letter, Piggyback RFP & Contract

ANALYST: _____ Corey Sidlo

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: DUSTIN FREEMAN, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Donna Deegan, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

A NEW DAY.

To: Dustin Freeman, Division Chief, Procurement Division

From: Corey Sidlo, Purchasing Analyst CS

Date: April 8, 2024

Subject: Recommendation to award PSC-0390-24 Piggyback Sourcewell Contract # 121923 – State of Minnesota – CDW Government, LLC

The Procurement Division requests approval to piggyback Sourcewell Contract # 121923 with the State of Minnesota for the purchase of equipment, products and services. Total estimated expenditure amount not-to-exceed $3,000,000.00. Period of service will be from date of executed contract through February 27, 2028.

Funding shall be encumbered from various accounts and executed by formal contract agreement through the Office of General Counsel and processed via Purchase Order(s).

Thank you for your assistance and consideration in this matter.

Sidlo, Corey

From: Collier, Kevin on behalf of RiskReview
Sent: Friday, April 5, 2024 7:46 AM
To: Leslie-Burney, Annette; RiskReview
Cc: Sidlo, Corey; Waremburg, Robert
Subject: RE: Piggyback: Sourcewell Contract - CDW-G

Good morning, Annette,

I find that for the most part The agreement is acceptable. However, I do have the following concerns:

1. Section 14. Governing law, jurisdiction, and venue:

section 14 reads as follows:

The substantive and procedural laws of the State of **Minnesota** will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

In our opinion, should be amended so that the governing law, jurisdiction, and venue are all appropriately changed from Minnesota to Florida, and the venue to "Duval County."

2. Section 11. Indemnification/limitation of liability:

at the end of the first paragraph of section 11 is the following sentence:

Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

In our opinion, this provision should be amended to read that the city's responsibility will be governed by section 768.28 of the Florida Statutes

3. Section 11. Indemnification/limitation of liability:

The last two paragraphs section 11. read as follows:

Except for instances of gross negligence or willful misconduct, under no circumstances, and notwithstanding the failure of essential purpose of any remedy set forth herein, will supplier, its affiliates or its suppliers, Subcontractors or agent [sic. . . (agents?)] be liable for any incidental, indirect, special, or Consequential damages, including but not limited to loss of profits, business revenues or savings and loss, damage or corruption of data or software, even if such party has been advised of the possibilities of such damages or if such Damages are otherwise foreseeable.

Except in the event of gross negligence or Willful misconduct, supplier's aggregate liability hereunder will not exceed the Total dollar amount paid by Supplier to Sourcewell in administrative fees under this contract during the preceding twenty-four (24) month period.

In our opinion, the liability to the City should not be limited in any way based upon amounts that have been paid to Sourcewell instead of to the city.

Also, in our opinion, the following sentence should be added to the end of both of the last two paragraphs in section 11:

"However, the proceeding shall not apply to the extent the losses or damages in question are covered by the insurance policies required of supplier in section 18. herein."

4. Section 18. Insurance

in the requirement for professional liability insurance, and in the requirement for cyber liability insurance, there are no provisions setting forth requirements for these coverages if they are provided in a claims made policy. In our opinion, the following should be added to both the professional and cyber liability sections:

> **"Such _____ Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of the Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis."**

I'm not sure all this can be accomplished considering this is a "Piggyback." Please let me know if you have any questions or comments.

Thanks,

Kevin

Kevin F Collier
Property & Casualty Insurance Compliance Manager
Finance and Administration Department
City of Jacksonville
117 W. Duval Street Suite 335
Jacksonville, FL 32202-3381
Ckevin@coj.net
904-255-5314
904-742-0040

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Leslie-Burney, Annette <ABurney@coj.net>
Sent: Tuesday, April 2, 2024 8:41 AM
To: RiskReview <RiskReview@coj.net>
Cc: Sidlo, Corey <CSidlo@coj.net>; Waremburg, Robert <RWaremburg@coj.net>
Subject: Piggyback: Sourcewell Contract - CDW-G

Good morning! Please find the attached bid documents and contract for review.

Thank you,

Annette L. Burney
Manager of Procurement Services
Procurement Division

Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph.: 904-255-8810

A NEW DAY.

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For Bidding Opportunities: Jacksonville.gov - Bidding Opportunities (Including Capital Improvement and Design/Build)

For COJ weekly award intentions: Jacksonville.gov - Agendas and Minutes

For bid award information: Procurement Division (coj.net)

For Public Records: COJ Public Records (govqa.us)

Sidlo, Corey

From: Waremburg, Robert
Sent: Monday, April 8, 2024 9:34 AM
To: Sidlo, Corey
Cc: Leslie-Burney, Annette
Subject: FW: City of Jacksonville, FL

From: John Vrablik <johnvra@cdwg.com>
Sent: Friday, March 29, 2024 5:17 PM
To: Brent Cornet <brencor@cdw.com>; Waremburg, Robert <RWaremburg@coj.net>
Subject: RE: City of Jacksonville, FL

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Thank you Brent!

Robert, nice to hear from you once again! Ill get the B2B punchout request in but I will call you on Monday to further discuss the contract conversation. I think we would want to have a conve
you Monday, thank you!

Supplier Letter

John Vrablik | Executive Account Manager | CDWG State and Local SE | www.cdwg.com
P. 877-466-6333 | F. 312-705-9184 | johnvra@cdwg.com

From: Brent Cornet <brencor@cdw.com>
Sent: Friday, March 29, 2024 4:14 PM
To: Waremburg, Robert <RWaremburg@coj.net>; John Vrablik <johnvra(
Subject: RE: City of Jacksonville, FL

Hi Robert,

Yes, we can help you with that.

@John Vrablik can you put in a ticket with B2B digital integration team tc
get to that pretty quick.

I would lead this up but I leave for New Orleans and wont be back till Thursday.

Please let me know if you need anything else.

Brent Cornet
Sr. Sales Operations Supervisor- Strategic Integration
State & Local Government
625 W Adams St | Chicago, Illinois, 60606
Email: brencor@cdw.com

Phone: (877) 669-4316

CDW Government
Sales Operations

UPCOMING TIME OFF
Feb 26th – March 5th
March 15th- March 18th
Apr 1st- Apr 4th

my LinkedIn profile

From: Waremburg, Robert <RWaremburg@coj.net>
Sent: Friday, March 29, 2024 3:24 PM
To: Brent Cornet <brencor@cdw.com>
Subject: FW: City of Jacksonville, FL

EXTERNAL EMAIL
Hello,

I received an out of office message from Aj Lucci Jr. to direct my requests to you. Please see my message below.

Thanks,
Robert Waremburg

From: Waremburg, Robert
Sent: Friday, March 29, 2024 4:21 PM
To: jon.henke@sourcewell-mn.gov; SourcewellContract@cdwg.com; ajlucci@cdwg.com
Cc: Sidlo, Corey <CSidlo@coj.net>; Leslie-Burney, Annette <ABurney@coj.net>; Laidler, Marilyn <MLaidler@coj.net>
Subject: City of Jacksonville, FL

Hello team,

The City of Jacksonville, Sourcewell Acct 4578 is interested in adopting the Sourcewell contract for Technology Products and Services #121923-CDW and implementing a Punch Out E-Catalog with our Oracle Fusion System. I have located the contact information from the Sourcewell Contract Website, but also need to know who I should contact for technical assistance with setting up the Catalog with our Oracle Platform.

CDWG: Contract 121923-CDW | Sourcewell (sourcewell-mn.gov)

Thanks,

Robert N. Waremburg, NIGP-CPP, CPPO
Senior Manager of Procurement

Procurement Division
Finance and Administration Department
214 N. Hogan Street Suite 800
Jacksonville, Florida 32202
904-255-8801

A NEW DAY.

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For COJ weekly award intentions: COJ.net - Agendas and Minutes

For bid award information: Procurement Division (coj.net)

For Public Records: COJ Public Records (govqa.us)

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