



October 2, 2019

Krista Lee Carsner, Director
Fiscal Review Committee
Rachel Jackson Building, 8th Floor
320 Sixth Avenue North
Nashville, TN 37243

Mike Perry, Chief Procurement Officer
Central Procurement Office
Department of General Services
Tennessee Tower, 3rd Floor
Nashville, TN 37243

Justin P. Wilson, Comptroller of Treasury
Comptroller Procurement Compliance
Suite 1400, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1402

RE: Proposed Amendment 1 to Edison Agency Term Contract ID 59337

Dear Director Carsner, Chief Perry, and Comptroller Wilson:

The Department of Safety and Homeland Security (TDOSHS) is requesting the approval to amend the current five (5) year contract with CDW Government, Inc., (Edison Contract ID 59337).

The current contract is for the purchase of routers, software, accessories, and associated warranties being utilized by the Tennessee Highway Patrol in Troopers' vehicles. The Contract was awarded to CDW Government, Inc., who is a reseller of the routers and warranties. Once the contract was implemented, the manufacturer ([REDACTED]) of the routers brought to the TDOSHS's attention an End User License Agreement that needed to be agreed upon for the use of the software that was offered through the Contract. The requested amendment will allow the EULA to be included as an attachment to the original contract.

There will be no change to the Contract Scope of Services. The current maximum liability of Three Million Five Hundred Eighty-Three Thousand Six Hundred Seventy-One Dollars and Eleven Cents (\$3,583,671.11) will remain the same throughout the term of the Agency Term Contract.

The Department of Safety and Homeland Security respectfully submits the above referenced request for consideration and approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sonya Hadley', with a long horizontal line extending to the right across the top of the signature area.

Sonya Hadley, Budget Director

Cc: Shoney Naquin, Procurement Supervisor
Sandra Braber-Grove, Associate Counsel

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Shoney Naquin	*Contact Phone:	615-251-5238
*Presenter's name(s):	LTC Matt Perry, LTC Michael McAlister, Sonya Hadley, Sandra Braber-Grove		
Edison Contract Number: <i>(if applicable)</i>	59337	RFS Number: <i>(if applicable)</i>	34901-00503
*Original or Proposed Contract Begin Date:	July 13, 2018	*Current or Proposed End Date:	June 24, 2023
Current Request Amendment Number: <i>(if applicable)</i>	01		
Proposed Amendment Effective Date: <i>(if applicable)</i>	December 2, 2019		
*Department Submitting:	Safety and Homeland Security		
*Division:	Fiscal Services		
*Date Submitted:	October 2, 2019		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>	Not Applicable		
*Contract Vendor Name:	CDW Government, Inc.		
*Current or Proposed Maximum Liability:	\$ 3,583,671.11		
*Estimated Total Spend for Commodities:	None		
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY: 2019 – FY2023 (Due to this being an Agency Term Contract, there were no specific amounts allocated per fiscal year (FY))			
\$ 3,583,671.11			
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)			
FY: 2019 – FY2023 (Due to this being an Agency Term Contract, there were no specific amounts allocated per fiscal year (FY))			
\$1,518,966.09			
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	Not Applicable		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	Not Applicable		
IF Contract Expenditures exceeded Contract Allocation, please give the	Not Applicable		

Supplemental Documentation Required for
Fiscal Review Committee

reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:	\$ 3,583,671.11	Federal:	\$0.00
<i>Interdepartmental:</i>	\$0.00	<i>Other:</i>	\$0.00
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Not Applicable		Not Applicable	
Method of Original Award: <i>(if applicable)</i>		Invitation to Bid	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$3,500,000.00. This cost was determined based on the then market value of the specific type of routers and accessories that were being acquired through the competitive procurement solicitation event. The agency took into consideration the amount of routers that were needed at the time of Contract Execution and determined that \$3,500,000.00 should have been the projected costs.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		The Contract between the Tennessee Department of Safety and Homeland Security and CDW Government, Inc., Inc. is not a sole source contract and was awarded through the Invitation to Bid (“ITB”) competitive solicitation process. The Contractor was selected because it had the lowest cost proposal of all other bidders during the competitive solicitation event.	

Purchase Orders against a Co 24

Contract Number = 000000000000000000059337

Contract	Contract Line #	Unit	PO No.	Line	SetID	PO Date	Quantity	UON	PO Amount	Contract Max. Amt	Contract Remaining Amt
000000000000000000059337	2	34901	0000039928	1	SHARE	8/3/2018	6.0000	EA	12600.000	3583671.110	2069404.420
000000000000000000059337	4	34901	0000039928	2	SHARE	8/3/2018	6.0000	EA	600.000	3583671.110	2069404.420
000000000000000000059337	5	34901	0000039928	3	SHARE	8/3/2018	3.0000	EA	300.000	3583671.110	2069404.420
000000000000000000059337	6	34901	0000039928	4	SHARE	8/3/2018	12.0000	EA	4800.000	3583671.110	2069404.420
000000000000000000059337	3	34901	0000039928	5	SHARE	8/3/2018	6.0000	EA	6600.000	3583671.110	2069404.420
000000000000000000059337	11	34901	0000040853	1	SHARE	12/17/2018	2.0000	EA	34952.000	3583671.110	2069404.420
000000000000000000059337	12	34901	0000040853	2	SHARE	12/17/2018	1.0000	EA	73264.530	3583671.110	2069404.420
000000000000000000059337	0	34901	0000041044	1	SHARE	1/10/2019	100.0000	CS	4500.000	3583671.110	2069404.420
000000000000000000059337	2	34901	0000041165	1	SHARE	1/23/2019	250.0000	EA	525000.000	3583671.110	2069404.420
000000000000000000059337	4	34901	0000041165	2	SHARE	1/23/2019	250.0000	EA	25000.000	3583671.110	2069404.420
000000000000000000059337	6	34901	0000041165	3	SHARE	1/23/2019	500.0000	EA	200000.000	3583671.110	2069404.420
000000000000000000059337	3	34901	0000041165	4	SHARE	1/23/2019	250.0000	EA	275000.000	3583671.110	2069404.420
000000000000000000059337	8	34901	0000041165	5	SHARE	1/23/2019	1.0000	EA	2500.000	3583671.110	2069404.420
000000000000000000059337	9	34901	0000041165	6	SHARE	1/23/2019	1.0000	EA	8000.000	3583671.110	2069404.420
000000000000000000059337	7	34901	0000041165	7	SHARE	1/23/2019	250.0000	EA	87500.000	3583671.110	2069404.420
000000000000000000059337	10	34901	0000041165	8	SHARE	1/23/2019	4.0000	YR	240000.000	3583671.110	2069404.420
000000000000000000059337	0	34901	0000041186	1	SHARE	1/28/2019	100.0000	CA	4500.000	3583671.110	2069404.420
000000000000000000059337	8	34901	0000041555	1	SHARE	3/4/2019	2.0000	EA	5000.000	3583671.110	2069404.420
000000000000000000059337	0	34901	0000042021	1	SHARE	5/2/2019	10.0000	EA	99.700	3583671.110	2069404.420
000000000000000000059337	0	34901	0000042366	1	SHARE	6/14/2019	20.0000	EA	199.400	3583671.110	2069404.420
000000000000000000059337	0	34901	0000043143	1	SHARE	9/6/2019	150.0000	EA	4189.500	3583671.110	2069404.420
000000000000000000059337	0	34901	0000043143	2	SHARE	9/6/2019	1.0000	EA	80.480	3583671.110	2069404.420
000000000000000000059337	0	34901	0000043163	1	SHARE	9/9/2019	150.0000	EA	4200.000	3583671.110	2069404.420
000000000000000000059337	0	34901	0000043163	2	SHARE	9/9/2019	80.4800	EA	80.480	3583671.110	2069404.420



Specifications for [REDACTED] Wireless Routers, Accessories, and Services

Purpose:

The Tennessee Department of Safety and Homeland Security is seeking to establish a new five (5) year contract to procure multi-network vehicle routers, as well as, associated accessories, warranties, and installation and implementation services for the Tennessee Highway Patrol (THP) Division.

Contractor Requirements:

- 1) The Contractor shall be an authorized [REDACTED] router reseller. Proof shall be provided to the State prior to the award of the Contract.
- 2) The Contractor shall ship all items to the State within ten (10) business days of receipt of an approved executed purchase order.
 - a) The State shall place an initial order of a maximum of ten (10) routers (SKU # [REDACTED]). The Contractor shall ship this initial order within five (5) business days of receipt of an approved executed purchase order.

State Requirements:

- 1) The State shall not be required to place a minimum order amount for any routers, mounting brackets, power adaptors, antennae, [REDACTED] server licenses, [REDACTED] client licenses, or [REDACTED] Appliances.

General Scope:

The successful bidder must provide routers and associated accessories, implementation services, warranties, and installation as requested by the agency.

- 2) The Contractor shall provide the following concerning the device, accessories, and functionality minimum requirements:
 - a) [REDACTED] wireless vehicle router ([REDACTED])
 - i) 2 LTE-Advanced and Dual WiFi AC 3x3 MIMO
 - ii) 5-port Gigabit Ethernet
 - b) [REDACTED] wireless vehicle router [REDACTED]

- i) 2 LTE-Advanced Pro (Cat. 12), including Band 14 and dual WiFi AC 3x3 MIMO
- ii) 5-port Gigabit Ethernet
- c) [REDACTED] mounting brackets ([REDACTED])
- d) [REDACTED] AC power adaptor ([REDACTED])
- e) [REDACTED] Antenna ([REDACTED])
 - i) Black 6-in-1 sharkfin, bolt-mount (no whip)
 - ii) 2xLTE, GNSS, 3xWiFi, 2.4/5 GHZ
- f) [REDACTED] APPLIANCE for VPN w/FIPS level security ([REDACTED])
- g) [REDACTED] server license w/FIPS for maximum two (2) instances ([REDACTED])
- h) [REDACTED] client license for FIPS per [REDACTED] Gateway ([REDACTED])

3) The Contractor shall offer the following warranty or support services:

- a) [REDACTED] Extended Maintenance ([REDACTED]) to include the following:
 - i) Customer Support:
 - (1) The State shall be allowed access to dedicated technical support by phone or web portal from 6 a.m. to 5 p.m. PST, Monday through Friday, excluding holidays recognized by the state of Tennessee.
 - (2) The State shall appoint up to five (5) designated personnel versed in the licensed software for purposes of contacting [REDACTED] or “the Manufacturer’s,” support team regarding support issues pertaining to the licensed software, and providing assistance as requested by the manufacturer to diagnose and resolve such issues.
 - (3) The State shall report technical issues in a timely manner using either the Manufacturer’s support portal, or a support line provided by the Manufacturer.
 - (4) The State shall have access to the Source for access to all technical documentation and software downloads.
 - (5) The State shall receive all updates and upgrades that are released during the period for which the State has to pay for maintenance and support services. All updates and upgrades shall be installed by the Manufacturer’s customer support organization.
 - (6) The maintenance of the APPLIANCE shall be included in support, provided the Stated does not install any third party software on the APPLIANCE. Technically updates to support third-party operating systems installed by the Manufacturer or the APPLIANCE manufacturer on the APPLIANCE shall be installed by the Manufacturer.
 - ii) Issue Severity Levels, Response Times, Issue Resolution, and Escalation

- (1) The Manufacturer shall provide issue resolution based on the severity levels of support issues. The response time is the time in which the initial response by the Manufacturer is made after conducting a reasonable level of analysis of the issue. The service level descriptions targets are as follows:

Severity Level	Response Time
Level 1 (Critical): The licensed software and/or APPLIANCE are down for the State's entire installation or a major part of its operation. The issues are persistent or unrecoverable. The State's business operations are severely disrupted. There is no workaround available to the issue.	The Manufacturer's technical support staff shall accept the call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the call within one (1) hour. The Contractor shall resolve Critical Level problems as quickly as possible, with resolution not to exceed two (2) hours unless mutually agreed upon between the Manufacturer and the State.
Level 2 (Major): The licensed software and/or APPLIANCE is severely degraded or a major function is not operating per specifications. The issue is persistent or reproducible. The State's business operations are critically impacted. There is no practical workaround available for the issue.	The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the State's call within two (2) hours. The Contractor shall resolve High Level problems as quickly as possible, which shall not exceed four (4) hours, unless mutually agreed upon between the Contractor and the State.
Level 3 (Moderate): A major licensed software and/or APPLIANCE function is not operating per specifications. An acceptable workaround is available. The State's business operations can continue.	The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the State's call within one (1) business day. The Contractor shall resolve Medium Level problems as quickly as possible, which shall not exceed two (2) business days, unless mutually agreed upon between the Contractor and the State.
Level 4 (Minor): This is for general licensed software and/or APPLIANCE usage questions. There is no impact on the State's business operations.	The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the State's call within twenty four (24) hours. The Contractor shall resolve Low Level problems as quickly as possible, which shall not exceed five (5) business days, unless mutually agreed upon between the Contractor and the State.

iii) Issue Resolution

- (1) The resolution to an issue, regardless of the Severity level, might take the form of an upgrade, downgrade, maintenance release, patch, configuration change(s), APPLIANCE replacement, or other remedial actions that the Manufacturer's support team considers appropriate.

b) [REDACTED] Support, Preferred Technical Device Support [REDACTED]

i) Shall include [REDACTED] Client License for five (5) years per Gateway; and

ii) Shall include hardware warranty extension for a total of five years hardware warranty

4) The Contractor shall offer the following Implementation Services and Training Services to be coordinated through the Manufacturer:

a) [REDACTED] Implementation of Routers to include configuration, devices and activation set-up, plus [REDACTED] & [REDACTED] Training [REDACTED]

b) [REDACTED] Implementation with on-site failover [REDACTED]

5) At the agency's request, the Contractor shall provide the following concerning installation services:

Installation shall be defined as the process of installing router hardware and related accessories—can either be included as part of the “retrofitting” or “up-fitting” installation concerning a vehicle.

- a) “Retrofitting” installation – Installation that involves the process of removing existing router and related accessories, or components, to install a new router and related accessories, or components at a State approved location.
 - b) “Up-fitting” installation – installation that involves the process of installing a new router and related accessories, or components, at a State approved location.
- 6) **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor’s duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a) The Manufacturer Owned End User License Agreement (Attachment A)

Revised September 10, 2019

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	34901-00503	
1. Procuring Agency	Tennessee Department of Safety and Homeland Security (TDOSHS)	
2. Contractor	CDW Government, Inc.	
3. Edison contract ID #	59337	
4. Proposed amendment #	01	
5. Contract's Original Effective Date	July 13, 2018	
6. Current end date	June 24, 2023	
7. Proposed end date	June 24, 2023	
8. Current Maximum Liability or Estimated Liability	\$ 3,583,671.11	
9. Proposed Maximum Liability or Estimated Liability	\$ 3,583,671.11	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed The proposed amendment is needed to add the agreed upon End User License Agreement (“EULA”) as an attachment to the Contract.		
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract. The amendment does not involve a change in the Scope of Services.		
Signature of Agency Head or Authorized Designee, Title of Signatory, and Date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)		
 Jeff Long, Commissioner		9-13-19 DATE

The terms and conditions of this agreement (“EULA”) shall constitute the end user license agreement (as defined below) between [REDACTED], the licensor and provider (“Licensor”), and the State of Tennessee’s Department of Safety and Homeland Security (including any agency, office or commission), as licensee (“State” or “Licensee”), and are applicable to any procurement of Software and associated services from Licensor sold, licensed, transferred or otherwise provided to the State by Licensor or through a third-party reseller (“Reseller”) under the terms and conditions of State of Tennessee Contract #59337 (“Contract”). As used in this EULA, “party” refers to Licensor or Licensee (i.e., does not include a Reseller), individually, and “parties” means the Licensor and the Licensee, collectively.

The parties agree as follows:

1. Additional Definitions

“Software” means (a) Licensor’s [REDACTED] or [REDACTED] software, as applicable, that is provided to the State by or through Licensor in connection with the Contract, as further described in the Contract or the applicable order, and (b) any updates and upgrades to the Software that may be provided by Licensor from time-to-time.

2. Order of Precedence

This EULA takes precedence over any provision in any separate agreement between the Licensor and Reseller. In the event of a conflict between this EULA and any other agreement, the EULA will prevail. Defined terms in this EULA or in the Contract will be given their ordinary meaning in this EULA.

General License Terms

3. The Licensor grants a license to the State to use all Software provided under this Contract in the course of the State’s business and purposes during the Term. This paragraph does not modify the quantity of users or devices licensed. Unless otherwise specified in the Contract or applicable order, the license is for a single installation of the Software on a single server or virtual machine. The State may copy the Software only for: (a) disaster recovery and back-up purposes, and (b) installation of any personal computer Software authorized hereunder. All copies remain the property of the Licensor. The State may deliver a copy of the Software to a disaster recovery contractor to perform temporary disaster recovery work for the State. Title to the Software and its documentation remains with Licensor and its licensors at all times. Copyright notices and other proprietary rights notices in the Software shall not be deleted or modified. The EULA

does not transfer any ownership rights. Source code from which the Software object code is derived (“Source Code”) is not being provided and is a trade secret of Contractor and Contractor’s licensors to which access is not authorized. Neither the State, any authorized State agency, nor any other State user shall reverse engineer, reverse assemble or decompile the Software or in any way attempt to recreate the Source Code, except and only to the extent applicable laws specifically prohibit such restriction. The State may use the Software only to support the State’s use of Licensor’s hardware products purchased pursuant to the Contract.

4. Term, Termination and Survival

3.1 This EULA shall be effective on the date the Software is first made available by Licensor or the Reseller to the State (“Effective Date”) and will remain in effect until terminated in accordance with this EULA (“Term”). Notwithstanding the above, this EULA shall terminate no later than sixty (60) months after the Effective Date.

3.2 The State may terminate this EULA for convenience without cause and for any reason. The State shall give the Licensor at least thirty (30) days written notice before the termination date. The Licensor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Licensor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Licensor. In no event shall the State’s exercise of its right to terminate this EULA for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract. If the Licensor fails to properly perform its obligations under this EULA in a timely or proper manner, or if the

Licensor materially violates any terms of this EULA (“Breach Condition”), the State shall have the right to immediately terminate the EULA and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Licensor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this EULA. If the State terminates the EULA for convenience, the license granted to the State for the Software will automatically terminate, and the State will cease all use of the Software and will not be entitled to a refund for any amounts previously paid for the license.

3.3 This EULA is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this EULA upon written notice to the Licensor. The State’s exercise of its right to terminate this EULA shall not constitute a breach of contract by the State. Upon receipt of the written notice, the Licensor shall cease all work associated with the EULA. If the State terminates this EULA due to lack of funds availability, the Licensor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this EULA due to unavailability of funds, the Licensor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount. If the State terminates the EULA pursuant to this section, the license granted to the State for the Software will automatically terminate, and the State will cease all use of the Software and will not be entitled to a refund for any amounts previously paid for the license.

3.4 All terms of this EULA that should by their nature survive termination shall survive, including, Sections 6 (Limitation of Liability); 8 (Indemnification for Intellectual Property Infringement; and 12 (Governing Law and Jurisdiction).

5. Authorized Users

The authorized user of the Software is the State, including its employees, authorized agents, consultants, auditors, other independent contractors and any external users contemplated

by the parties. This paragraph does not modify the quantity of users or devices licensed.

6. Limitation Of Liability

6.1. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this EULA. In no event will the State be liable to the Licensor or any other party for any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this EULA otherwise.

6.2. Limitation of Contractor’s Liability. In accordance with Tenn. Code Ann. § 12-3-701, Licensor’s liability for all claims arising under this EULA shall be limited to an amount equal to two (2) times the total fees paid under the total of any purchase orders issued by the State or otherwise paid by the State under the Contract for Licensor’s Software and associated services provided by the Licensor. Except as set forth below, in no event will the Licensor be liable to the State or any other party for any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this EULA, unless such damages are insured by any insurance coverages required by this EULA or would have been covered had the required insurance been purchased or maintained. PROVIDED THAT in no event shall this Section limit the liability of Licensor for (i) intellectual property or any Licensor indemnity obligations for infringement for third-party intellectual property rights; or (ii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

7. Warranty

Licensor represents and warrants that the Software provided under the EULA will function in accordance with any documentation associated with the Software for a period of one year after the Effective Date. If the Software fails to conform to the foregoing representation and warranty, Licensor shall (a) use commercially reasonable efforts to provide maintenance modifications or fixes with respect

to the defect in the Software, (b) replace the Software, or (c) if neither (a) nor (b) is practicable, refund to State (or the Reseller) the amount paid in license fees for the Software. The foregoing is Licensor's sole liability for breaches of the foregoing representation and warranty, but shall not limit the ability of the State to claim for any damages or relief arising from the same incident that also constitutes a breach of a different obligation of Licensor.

8. Indemnification for Intellectual Property Infringement

The Licensor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement by the Software or associated services provided by Licensor pursuant to this EULA. In any such claim or action brought against the State, the Licensor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Licensor shall be responsible for all reasonable legal or other fees or expenses incurred by the State arising from any such claim. The State shall consult and cooperate with Licensor regarding any such settlement. The State shall give the Licensor notice of any such claim or suit, however, the failure of the State to give such notice shall not relieve Licensor of its obligations under this Section to the extent Licensor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Licensor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106, provided however that the Licensor may at its own expense engage counsel of its own choosing, in which case the State of Tennessee's counsel will reasonably consult with, share information with, and consider the input of, Licensor's counsel with respect to the defense and settlement.

In addition to the above indemnity, if the State's use of any Software, or any portion thereof, provided under this EULA, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Licensor, at its expense,

may: (x) procure for the State the continued use of such Software; (y) replace such Software with a non-infringing counterpart; or (z) modify such Software so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Licensor, the replacement or modified deliverable must be capable of performing substantially the same function. If neither (w), (y) or (z) is reasonably possible, Licensor may terminate the EULA and refund the purchase price for the Software, depreciated on a straight-line basis over a 5 year period. Notwithstanding the foregoing, the State retains the right to terminate the EULA in accordance with Section 3.2 hereunder in the event of such infringement or unauthorized use, and any such exercise of these allowable options by Licensor shall not relieve Licensor of its indemnity obligations under this Section.

The foregoing indemnity does not apply to the extent that the infringement arises from the State's: (i) use of the Software in violation of this EULA, or not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the Software not expressly authorized by the Licensor ("Alteration"); (iii) failure to use or implement corrections or enhancements to the Software made available by the Licensor to the State at no additional cost to the State, except where such failure to use or implement corrections or enhancements is a result of State's termination in accordance with the preceding paragraph; or (iv) combination of the Software with materials not provided, specified, or approved by the Licensor.

9. No Additional Terms Permitted

No online terms and conditions that are incorporated by reference will be binding on Licensee. In addition, no shrink-wrap, click-wrap or other end user terms and conditions that are embedded in or provided with any Software or service are binding on Licensee, even if use of the Software requires an affirmative acceptance of those terms. Licensor shall fill all orders submitted by Reseller or the State under this EULA that conform to the terms and conditions of the Contract provided that the orders (a) are submitted on or prior to June 24, 2023, (b) are at the same prices as prior orders and are for use in connection with the same project, and (c) do not impose any terms on Licensor that are in addition to or inconsistent with this EULA. No

purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this EULA shall contain any terms or conditions other than as set forth in the EULA.

10. No Portion of this Agreement may be Changed Unilaterally

No portion of the EULA may be changed unilaterally. To be valid, any amendment to this EULA, must be in writing and signed by the parties.

11. Use of Third Party Providers

Any subcontractor or Affiliate (as defined below) of Licensor that provides any Software or services in connection with this Agreement is deemed to be a subcontractor whose subcontracts must be approved in writing by the State. As used in this paragraph, "Affiliate" means any parent, subsidiary or other entity that is (directly or indirectly) controlled by, or controls, Licensor.

12. Governing Law; Jurisdiction and Venue

This EULA shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this EULA. Licensor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this EULA shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

13. Iran Divestment Act

The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this EULA. The Licensor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

14. Fees.

14.1. All fees and payments for License of Software or any services provided by Licensor under this EULA or the Contract shall be paid by State solely to Reseller. Licensor waives the right to collect any fees or payments from the State for any Software or services provided by Licensor under the EULA. Licensor's sole remedy shall be against Reseller, its Affiliates and assigns for any fees or payments owed for the State's for anything provided by Licensor under this EULA. The State is not responsible for an early termination fee.

14.2. Rates and fees may only be increased pursuant to a written amendment to this EULA that has been signed by the parties. Overage and excess usage fees are not permitted in the absence of the State's prior written agreement.

15. Warranties

15.1. Intellectual Property. Licensor represents and warrants that it has the rights necessary to license the Software to the Licensee in accordance with the terms of this EULA.

15.2. Malware. Licensor warrants that the software contains no: (i) viruses, worms, spyware or malware; (ii) coding that may disable the software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numerals, or other similar self-destruct mechanisms (e.g., "time bombs," "time locks," or "drop dead" devices); or (iii) coding that would permit the Contractor, third-party licensor or any third party to access the software to cause disablement or impairment (e.g., a "trap door" device). This malware warranty shall apply until the later of the end of the warranty period specified in the order or one (1) year after the date on which the software is delivered to the State.

15.3. General. No warranties provided by the Reseller or Licensor will be invalidated by the failure of the State to install or otherwise use an available software update (e.g., a new version or release).

16. Support and Maintenance. Licensor will provide maintenance and support services

for the Software for the period described in the order placed by Reseller in connection with the Contract.

ACKNOWLEDGED AND ACCEPTED BY:

Licensor: [REDACTED]

Name: _____

Title: _____

Date: _____

Licensee: State of Tennessee

Name: _____

Title: _____

Date: _____



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Agency Term Contract Multi-Year - Issued to:

Cdw Government Inc
75 Remittance Dr Ste1515
Chicago IL 60675

Vendor ID: 0000000534

CONTRACT NUMBER: 000000000000000000059337 TITLE: Routers - [REDACTED]

START DATE: July 13, 2018 END DATE: June 24, 2023

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Shoney D Naquin
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone:
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000182758

[REDACTED] Router with 2 LTE-A and Dual WiFi AC 3x3 MIMO and 5 GB Ethernet Ports

Unit of Measure: EA

Vendor Item/Part #: 4478581

Manufacturer Item #:

Unit Price: \$ 2100

Line 2

Item ID: 1000182759

[REDACTED] Vehicle Router with 2 LTE-A-Pro (Cat. 12) including Band 14 and Dual WiFi AC 3x3 MIMO and 5 GB Ethernet Ports

Unit of Measure: EA

Vendor Item/Part #: 5144921

Manufacturer Item #:

Unit Price: \$ 2100

Line 3

Item ID: 1000182760

Support
Unit of Measure: EA
Vendor Item/Part #: 4711253
Manufacturer Item #:
Unit Price: \$ 1100

Line 4
Item ID: 1000182761
Router Mounting Bracket
Unit of Measure: EA
Vendor Item/Part #: 4459718
Manufacturer Item #:
Unit Price: \$ 100

Line 5
Item ID: 1000182762
Adaptor, A/C for Bench Use
Unit of Measure: EA
Vendor Item/Part #: 4438790
Manufacturer Item #:
Unit Price: \$ 100

Line 6
Item ID: 1000182763
6-in-1 Sharkfin Antennae, 2XLTE, GNSS, 3XWiFi, 2.4/5 GHZ, Bolt Mount (No Whip)
Unit of Measure: EA
Vendor Item/Part #: 5144931
Manufacturer Item #:
Unit Price: \$ 400

Line 7
Item ID: 1000182764
Client Licenses for FIPS per Gateway
Unit of Measure: EA
Vendor Item/Part #: 4729715
Manufacturer Item #:
Unit Price: \$ 350

Line 8
Item ID: 1000182765
APPLIANCE for VPN with FIPS Level Security
Unit of Measure: EA
Vendor Item/Part #: 4439389
Manufacturer Item #:
Unit Price: \$ 2500

Line 9
Item ID: 1000182766
Server License with FIPS for max 2 instances
Unit of Measure: EA
Vendor Item/Part #: 4439380
Manufacturer Item #:
Unit Price: \$ 8,000

Line 10
Item ID: 1000182767
Annual Extended Maintenance
Unit of Measure: YR
Vendor Item/Part #: 4439383
Manufacturer Item #:
Unit Price: \$ 60,000

Line 11
Item ID: 1000182829

