CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT
TRACKING NO.

CONTRACTOR INFORMATION	CM2260
Name: <u>CDW-G</u>	CM2260
Address: 230 North Milwaukee Avenue, Vernon Hills, IL 60061	
Contractor's Administrator Name: Mike Zorica Title:	State Zip Executive Account Manager
Tel#: 866,339,3535 Fax: 312,705,8218 Email: mikez	zor@cdwg.com
CONTRACT INFORMATION	
Contract Name: NetMotion Premium Maintenance Agreement	_Contract Value: \$3,829,00
Contract Name. Networton Fremmin Manuellance Agreement	Contract Value. 33,025,00
Brief Description: Maintenance agreement for computer mobility interface software - 25 sharing between laptops, cardiac monitors, hospitals, CAD and other critical IT infrastruments to the Purchasing Policy, Section 4.1, under the NJPA (CM1962 & CM1963); Note That Contract Dates: From: 07/22/2014 to 07/21/2016 Status: X New Renew	cture. Cooperative Contract Purchase. NIPA Contract No. 100614#CDW
How Procured: Sole Source _ Single Source ITB RFPRFQ _X C	CoopOther
If Processing an Amendment:	
Contract #: Increase Amount of Existing Contract:	No Increase
New Contract Dates: to TOTAL OR AMENDMENT	AMOUNT:
APPROVALS PURSUANT TO NASSAU COUNTY PURCHASIN	NG POLICY, SECTION 6
1. Martil 9-21-15 012615	26-546020 & 04223522-546020
Department Head Signature Date Funding	Source/Acct #
2. Contract Management Date	0450°
3. July 9.28.15	
Sal Office of Management & Budget Date 4	
County Attorney (approved as to form only) Date	
Comments:	
COUNTY MANAGER - FINAL SIGNATURE AF	PROVAL
Deller	1-15/15
Ted Selby	Date
RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTIO Original: Clerk's Services; Contractor (original or certified Copy: Department Office of Management & Budget	

Office of Management & Budget

Contract Management

Cierk Finance



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

GKVF733 7342759 8/25/2015

BILL TO:

NASSAU COUNTY BOCC 76347 VETERANS WAY STE 4000 SHIP TO:

NASSAU COUNTY BOCC Attention To: GUY RINER 96135 NASSAU PL TECHNICAL SERVICES DEPT

Accounts Payable YULEE, FL 32097-5404 YULEE , FL 32097-5404

Contact: GUY RINER 904.491.7393

Customer P.O. # NETMOTION 1YR

Customer Phone #

QUOTE

		FLECTRONIC Net 30 Days-Govt		EXEMPTION CERTIFICATE		
	MIKE ZORICA 860		DISTRIBUTION	State/Loca	* 8580134914380030	
QTY	ITEM NO.		DESCRIPTION		UNIT PRICE	EXTENDED PRICE
1	2234698	Contract: N 100614#CD Netmotion Part 1-Year Premiur Maintenance of devices, Policy, Maintenance et to 7/21/2016	MPRMMNT1 JPA 100614#CDW Technology Ca W # 090NMPRMMNT1	italog	3,829.00	3,829.00
				BTOTAL		3,829.00
			r	TAX		0.00 0.00
						US Currency
					1	OTAL \$ 3,829.00

CDW Government 230 North Milwaukee Ave. Vernon Hills, IL 60061

Fax: 312.705.8218

Please remit payment to: CDW Government 75 Remittance Drive Suite 1515

Chicago, IL 60675-1515

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

SCHEDULE C Maintenance

C.1. NetMotion Offers Standard and Premium Maintenance.

Maintenance Offering Description	Standard	Premium
Technical Support - 5:00AM - 5:00 PM PT, M-F	1	
Technical Support - 24 x 7 (NOTE: only for Severity 1 and Severity 2 Fault Classes)		'
Access to Tech Notes and Web Based Support	✓	'
Cumulative Quantity Discounts Applied on Additional Device Licenses.	1	1
Discounts on Upgrades	1	
Discounts on New NetMotion Licensed Software	7	V
Updates Included	1	7
Upgrades Included		V
20% Discount on Consulting Services		1
Guaranteed Response Times Based on Severity Level		~

- C.2. Term. The initial term of Maintenance to be provided by NetMotion to Customer will be one year, commencing on the date Customer subscribes to such Maintenance. Maintenance will automatically renew for additional one-year terms, unless either party provides written notice of termination at least sixty (60) days prior to the anniversary date or Customer fails to pay for Maintenance for a term. If Customer cancels or fails to pay for Maintenance for a term, Customer may reinstate such services at a later date upon payment of support fees then in effect plus an additional fee equal to the current monthly maintenance charge multiplied by the number of months during which the support services were interrupted.
- C.3. Customer Installation. Customer shall install the Licensed Software and any Patches, Updates, Upgrades or New Licensed Software, unless Customer has retained NetMotion to complete the installation.
- C.4. Technical Assistance. NetMotion personnel will provide a reasonable amount of assistance to Customer's representative to answer questions and resolve problems that Customer is unable to resolve independently. Maintenance requests will be directed to NetMotion's designated representative during NetMotion's support hours.

C.4.1. Telephone Support.

- A. For Standard Maintenance, telephone and email assistance for the Licensed Software will be available Monday through Friday (except NetMotion company holidays) from 5:00 AM to 5:00 P.M. Pacific time. For support outside normal support hours Customer may leave a voicemail, email or web support request with NetMotion.
- B) For Premium Maintenance, telephone assistance for the Licensed Software for Fault Classes of Severity Level 1 or 2 will be available twenty-four hours per day 7 days per week (24/7), including holidays. For Fault Classes of Severity Levels 3 and 4, telephone and email assistance for the Licensed Software will be available Monday through Friday (except NetMotion company holidays) from 5:00 A.M. to 5:00 P.M. Pacific time, and for support outside normal support hours Customer may leave a voicemail, email or web support request with NetMotion.

- C.4.2. Voicemail. NetMotion uses voicemail as a backup when technical support representatives are assisting other customers or are not available by phone or email. Other than as noted above in Section C.4.1. (B) for Premium Customers with Severity Level 1 or 2, NetMotion will make reasonable efforts to respond to voicemails left during business hours within two (2) business hours after receipt of the voicemail message.
- **C.4.3.** Email and web support requests. NetMotion will make reasonable efforts to respond to email and web support requests left during business hours within four (4) business hours after receipt of the message.
- C.4.4. Online Support. Customer has access to online support via NetMotion's website (www.netmotionwireless.com\support). Online support includes access to Tech Notes, a library of Licensed Software updates, white papers and Licensed Software documentation.
- C.4.5. Patches. A "Patch" is a version of the Licensed Software intended to correct defects or malfunctions. Patches may be designated by an increment in the build number (e.g. 1.00.23450 to 1.00.24011. A patch may also be construed as a partial release of the Licensed Software, as in a Server-only or Client-only release, a release limited to specific Operating Systems, or a release consisting of only certain binary files. NetMotion will use commercially reasonable efforts to correct ("patch") errors, defects or malfunctions in the Licensed Software, replace the Licensed Software with functionally equivalent software, or provide a work-around for the portion of the Licensed Software containing the errors. Patches are released by NetMotion as part of Customer's Standard or Premium Maintenance without additional charge. Patches will be deemed part of the Licensed Software licensed under this Agreement, and shall be provided subject to the terms and conditions contained in this Agreement. Nothing herein shall be construed as requiring NetMotion to make new versions or Patches available.
- C.4.6. Updates. An "Update" or "minor release" is a version of the Licensed Software intended to correct defects or malfunctions as well as to provide new or enhanced functionality. Updates are identified by an increase in the "dot" or "minor" version number of the Product (i.e. 1.5 to 1.6, or 1.0 to 1.01). From time to time during the Maintenance term, NetMotion may provide Customer with Updates for the Licensed Software which are released by NetMotion as part of Customer's Standard or Premium Maintenance without additional charge. All Updates shall be deemed part of the Licensed Software licensed under this Agreement, and shall be provided subject to the terms and conditions contained in this Agreement. Nothing herein shall be construed as requiring NetMotion to make new versions or Updates available.
- C.4.7. Upgrades. An "Upgrade" or "major release" is a new version of the Licensed Software. Upgrades provide significant new or enhanced functionality and may also correct defects and provide minor enhancements or new features, Upgrades are identified by an increase in the "integer" or "major" version number of the Product (i.e. 1.x to 2.x). In the event that Customer purchased Premium Maintenance, from time to time during the term of the Maintenance, NetMotion may provide Customer with upgrades of the Licensed Software ("Upgrades") which are released by NetMotion as part of the Customer's Premium Maintenance without additional charge. All Upgrades shall be deemed part of the Licensed Software licensed under this Agreement, and shall be provided subject to the terms and conditions contained in this Agreement. Standard Maintenance customers will not receive

Upgrades without additional charges as noted herein in Section C.5.2. Nothing herein shall be construed as requiring NetMotion to make new versions or Upgrades available.

C.5. Limitations.

- C.5.1. New Products. Any product that is designated by NetMotion as a new product or new Licensed Software or is separately licensable will not be provided or included in Maintenance.
- C.5.2. Upgrades. In the event the Customer purchased Standard Maintenance, any Licensed Software that is designated by NetMotion as an Upgrade will not be included in Standard Maintenance. Where NetMotion makes Upgrades available, Customer may obtain such products by issuing a purchase order to NetMotion. Upon purchasing the Upgrade and paying the then current Maintenance Fees for the Upgrade, the Maintenance described herein will be extended to cover the Upgrade.
- C.5.3. End-of-Life Licensed Software. NetMotion will not support versions of the Licensed Software which have been classified by NetMotion as end-of-life. NetMotion will provide Maintenance for the most current version of the Licensed Software and at least the last preceding major release ("Upgrade") of the Licensed Software. NetMotion will provide Customer with twelve (12) months advance notice prior to classifying Licensed Software as end-of-life.
- C.5.4. Misuse. NetMotion will not provide Maintenance with respect to problems with the Licensed Software which result from damage caused by accidents, relocation or other movement of any Licensed Software, neglect, misuse or unauthorized use of the Licensed Software, failure to maintain proper environmental conditions of sites, or failure to use the Licensed Software in accordance with the applicable Documentation.
- C.5.5. On-Site Support. Maintenance does not include on-site support at Customer's facilities or other locations unless NetMotion determines in its sole discretion that on-site support is required to resolve a problem, and on-site support has been requested by an Customer.
- C.6. Suggestions. NetMotion appreciates suggestions from Customer and End Users regarding improvements and modifications to the Licensed Software. In the event that a Customer or End User suggests any improvements and modifications to the Licensed Software, the Customer and End User acknowledges and agrees that it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to NetMotion, and will execute any reasonable documentation requested by NetMotion in connection therewith.
- C.7. Faults and Management. A fault is a deviation in the Licensed Software that results in an unexpected operational problem. When a Customer experiences a fault, NetMotion follows the management procedures described below in an effort to resolve such operational problems from re-occurring:

In order for NetMotion to reasonably assist the Customer or End User, the Customer or End User must document and promptly report all faults, errors or malfunctions of the Licensed Software to NetMotion. The Customer or End User also must take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from NetMotion.

C.7.1. Fault Classes. NetMotion classifies a reported fault by its severity. NetMotion will determine the severity of the issue. Severity levels at NetMotion are currently defined below.

Severity 1 Critical Impact :: Operations Down

Problems: Failure of the Licensed Software to function as documented causes a material disruption or loss of Licensee's operations or services. No workaround exists.

Procedures: For Premium Maintenance Customers only, initial assignment and response immediately with status report to Customer within one (1) hour. Commencement of work on resolution immediately, with workaround or fix delivered as soon as reasonably available

Severity 2 Significant Impact :: Operations Severely Impaired

Problems: Failure of the Licensed Software to function as documented causes performance impairment that materially degrades Licensee's operations or services. Workarounds exist.

Procedures: For Premium Maintenance Customers only, initial assignment and response within one (1) hour with status report to customer within four (4) hours. Commencement of work on resolution within four (4) hours, with workarounds delivered as soon as reasonably available.

Severity 3 Moderate Impact:: Operations Partially Impaired

Problems: Failure of the Licensed Software to function as documented partially impairs Licensee's operations or services in a non-critical manner. Workarounds exist.

Procedures: Initial assignment of resources within eight (8) hours with status report to customer within twenty-four (24) hours. Customer to be notified as soon as reasonably possible as to when a workaround or fix will be available.

Severity 4 No Impact :: Informational

Questions regarding product capabilities and configuration. Requests for new or improved functionality.

Procedures: Logged as a feature request which will be considered for incorporation into a future release of the Software.

Home > National Cooperative Contract Solutions > Contracts - General > Technology, Security & Communication Solutions > CDW Government LLC







Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE (2)

Vendor Contact Info National NJPA Contract Sales Direct Phone: 800-808-4239 markeli@cdwa.com www.cdwa.com/nipa

CDW Government LLC

Contract#: 100614-CDW Category: Technology, Security & Communication Solutions Maturity Date: 11/18/2018

CDW-G is a leading technology solutions provider of hardware, software, peripheral products, and professional services to governmental and educational institutions. Set apart by a commitment to deliver the best customer experience, CDW-G assists in providing what you need when you need it in a way that exceeds your expectations. As a national leader in the technology industry, CDW-G will help you choose the solution that best meets your organization's current and future technology needs. Support is provided before, during and after your technology purchase. And, your personal account manager is there to help you every step of the way. Contract includes discount on the most commonly purchased technology products. Nationally leveraged volume price advantage for all members. Your one stop total software solutions provider.



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 100614 # Technology Solutions with Related Equipment and Accessories
CDW Government, LLC Proposer's full legal name
Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.
The effective start date of the Contract will be
National Joint Powers Alliance® (NJCA)
NJPA Authorized signature: NJPA Executive Director (Name printed or typed)
Awarded this 18th day of November 20 10 NJPA Contract Number 100614 #CDW
NJPA Authorized signature: Safety Signature:
NJPA Authorized signature: NJPA Board Mcmber (Name printed or typed) Executed this 6 day of 1000 MDC , 20 NJPA Contract Number 100614 #CDW
Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.
Vendor Name CDW Government LLC
Vendor Name CDW Government LLC Vendor Authorized signature: Ltd. V. Rother Christina V. Rother
Title: President, CDW Government LLC (Name printed or typed)
Executed this 26th day of November 2014 NJPA Contract Number 100614 #CDW



National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES

RFP Opening

OCTOBER 7, 2014
8:00 A.M. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #100614

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #100614 TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES. Details of this RFP are available beginning AUGUST 26, 2014 and continuing until SEPTEMBER 29, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until OCTOBER 6, 2014 at 4:30 p.m. Central Time at the above address and opened OCTOBER 7, 2014 at 8:00 A.M. Central Time.

RFP Timeline

AUGUST 26, 2014

Publication of RFP in the print and online version of the Minneapolis Star Tribune, in the print and online version of the USA Today, in the print and online version of the Salt Lake News within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of The State within the State of South Carolina, the NJPA website (njpacoop.org), MERX, Noticetobidders.com, PublicPurchase.com, Biddingo and Onvia.

Pre-Proposal Conference (webcast - conference call - Connection

September 17, 2014 10:00 A.M. Central Time

information sent to all inquirers 2 business days prior to event)

Deadline for RFP requests and questions

SEPTEMBER 29, 2014

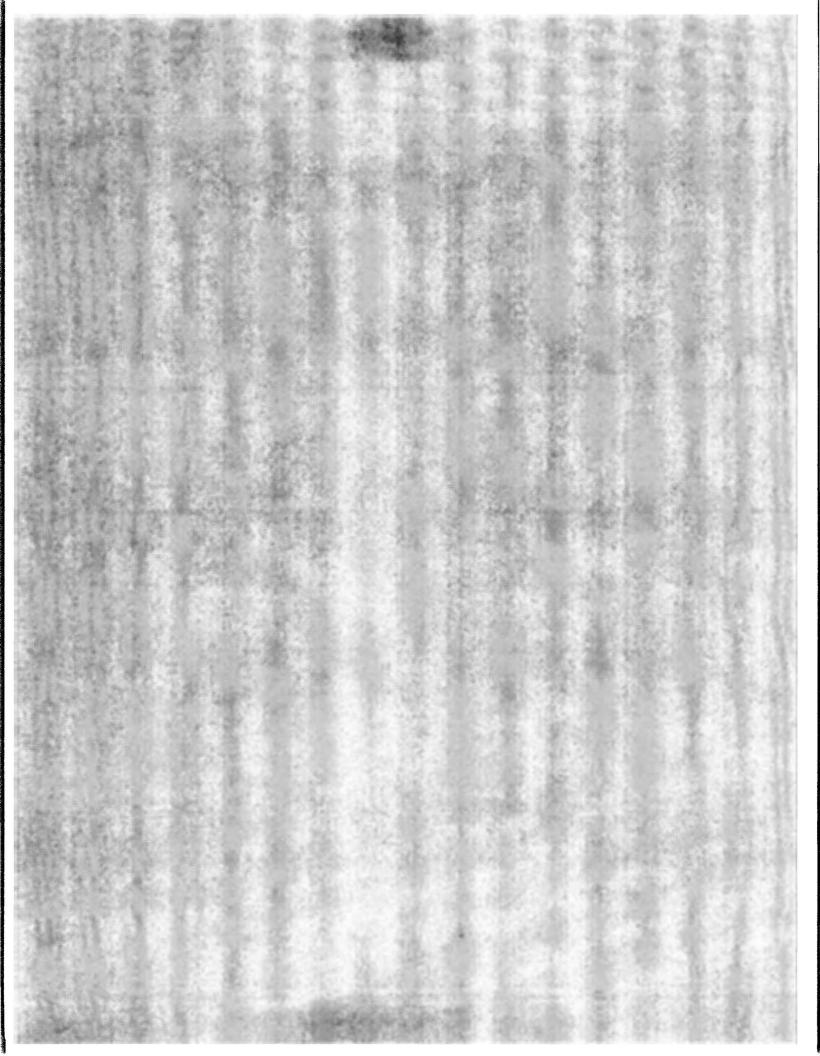
Deadline for Submission of Proposals. Late responses will be

OCTOBER 6, 2014 4:30 P.M. Central Time OCTOBER 7, 2014 8:00 A.M. Central Time

Public Opening of Proposals

returned unopened.

Direct questions regarding this RFP to: Maureen Knight at maureen.knight@njpacoop.org or (218)895-4114



Fw: Netmotion

Matt Graves

Tue 8/25/2015 9:36 AM

To:Constance Holmes <cholmes@nassaucountyfl.com>;

2 attachments (91 KB)

; ATT00001.htm;

Finally

Matthew A. Graves Fire Chief Nassau County Fire Rescue 96160 Nassau Place Yulee, FL 32097 904-491-7525 office 904-321-5748 fax

From: Guy Riner

Sent: Tuesday, August 25, 2015 8:58 AM

To: Matt Graves
Cc: James Casteel

Subject: Fwd: Netmotion

Chief,

Attached is the Netmotion renewal quote. Sorry for the delay they can take a while sometimes. This has been backdated to 2014 when it originally lapsed.

Guy Riner Director of Information Technology

Nassau County SOE Nassau County PA Nassau County BOCC

Direct <u>904.491.7505</u> Mobile <u>904.237.1949</u> Fax <u>904.432.1400</u> www.votenassau.com

www.nassauflpa.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing

Begin forwarded message:

From: Mike Zorica <<u>mikezor@cdwg.com</u>>
Date: August 25, 2015 at 8:56:12 AM EDT
To: 'Guy Riner' <<u>griner@nassaucountyfl.com</u>>
Cc: James Casteel <<u>jcasteel@nassaucountyfl.com</u>>

Subject: RE: Netmotion

Sorry for the delay on this guys! See attached quote to renew maintenance through 7/21/2016 and was backdated to 7/22/2014.

Thanks,

Mike Zorica | Executive Account Manager | CDWG State and Local SE | www.cdwg.com P. 866.339.3535 | F. 312.705.8218 | mikezor@cdwg.com

From: Guy Riner [mailto:griner@nassaucountyfl.com]

Sent: Thursday, August 06, 2015 12:20 PM

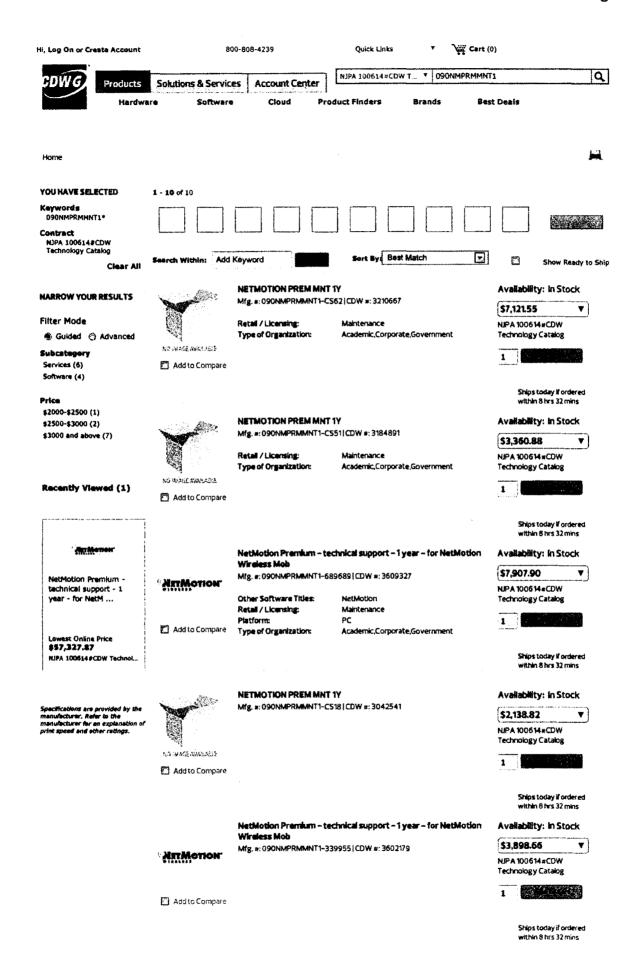
To: Mike Zorica **Cc:** James Casteel **Subject:** Netmotion

I think you have done this at least 2 times but I need a renewal quote for the counties Netmotion install. It has been out of maintenance for 1.5 years now I think.

Thanks,
Guy Riner
Director of Information Technology

Nassau County SOE Nassau County PA Nassau County BOCC

Direct 904.491.7505 Mobile 904.237.1949 Fax 904.432.1400 www.votenassau.com www.nassauflpa.com Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing



800 NeitMotion Premium – technical թյուրդում - 1 year – for NetMetlont (0) Availability: In Stock Wireless Mob Hi, Log On or Create Account \$57,327.87 Mfg. #: 090NMPRMMNT1| CDW #: 2234698 . МетМотюм. NJPA 100614#CDW **Technology Catalog** Add to Compare Ships today if ordered within 8 hrs 32 mins Availability: In Stock NetMotion Premium – technical support – 1 year – for NetMotion Wireless Mob \$2,614.23 Mfg. #: 090NMPRMMNT1-CS91|CDW #: 3583502 иономтак. NIPA 100614#CDW Technology Catalog Add to Compare Ships today if ordered NetMotion Premium - technical support - 1 year - for NetMotion Availability: In Stock Wireless Mob \$5,474.19 Mfg. #: 090NMPRMMNT1-9861186 | CDW #: 3672841 MITMOTION NJPA 100614*CDW Technology Catalog Add to Compare Ships today if ordered within 8 hrs 32 mins Availability: in Stock **NETMOTION PREM MNT 1Y** A Par Mfg. #: 090NMPRMMNT1-C5-14 | CDW #: 3005915 \$2,804.19 NIPA 100614#CDW Technology Catalog NO IMPOE AMPLICAGE 1 Add to Compare Ships today if ordered within 8 hrs 32 mins **NETMOTION PREM MNT 1Y** Availability: 1-3 days Mfg. #: 090NMPRMMNT1-CS15 | CDW #: 3168902 \$19,491.43 Retail / Licensing: Maintenance NJPA 100614#CDW Type of Organization: Academic,Corporate,Government **Technology Catalog** Add to Compare Orders placed today will ship within 3 days. 1 - 10 of 10



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