



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gilda Herrera, IT Director
Date: 1/5/2024
Re: CDW_SOPHOS Contract FY 23-27

Answer all questions and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information	
Vendor Name:	CDW Government LLC
Doing Business as: (DBA)	SOPHOS
Vendor Address:	□□ R□MITT□□C□ DRI□□□Suite □□□□ Chica□□□IL □□□□□□□□□□
Vendor Contact Name:	Vincent Mulvihill (866) 773-7348
Vendor Contact Email:	vinny@cdwg.com
Is the contractor a minority or women owned small business?	N/A
Agreement/Contract Information	
New or Renewal Agreement/Contract?	Renewal-3Yr Contract- Yearly Purchase Order
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From 1/18/2024 To 1/18/2027
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$327,880.00 3YR Contract/\$109,293.33 Yearly payment
Funding Source Name: Acct. #:	3C222263 58704 COMPUTERS & TELECOMMUNICATIONS 5YR
Contract #: <small>(Local or State)</small>	State contract PEPPM 2022 Catalog Agreement (PEPPM2022)



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Key Questions:

1. What specific service will the contractor provide:

SOPHOS Licenses Renewal – (January 18, 2024-January 18, 2027) endpoint protection and response
IT security operations and threat hunting Intercept detects and investigates suspicious activity and
rolls back unauthorized encryption of files in seconds **Add-on service-SOPHOS EMAIL ADV 5000**

2. How was the contractor selected? **Attach appropriate supporting documents*

- Quotes
- Sealed Bid # _____
- Sole Source # _____
- RFP# _____

1. **State Contract #PEPPM 2022 Catalog Agreement (PEPPM2022)**

- Exempt Professional**
 - Accountant
 - Actuary
 - Appraiser
 - Architect
 - Artist
 - Dentist
 - Engineer
 - Expert Professional Consultant
 - Land Surveyor
 - Lawyer
 - Physician/Medical Doctor

3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:

a. Please explain how the vendor was chosen? **Attach Vendor Proposal*

State contract PEPPM 2022 Catalog Agreement (PEPPM2022)

b. Who were the members of the selection committee? *(Minimum 3 members required)*

N/A



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Key Questions: - Continued

4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?

Yes

5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? *Attach Renewal Letters

Yes, \$29,043.33 Add-on service-SOPHOS EMAIL ADV 5000

6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?

No

7. Is this a service that existing staff could provide? Why or why not?

No



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Agreement/Contract Processing Checklist

To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.

Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement Contract Checklist 2022-2023

1. Has this vendor performed service(s) in prior fiscal years?	
If Yes,	Vendor # 19967
If No or New,	Vendor must provide completed W9
2. A quote or proposal submitting regarding the agreement/contract.	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></p> <p>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></p> <p>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</p>	
Emailed Disclosures are acceptable.	



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AGREEMENT COVER SHEET

Company name: CDW Government LLC

Doing Business As, if applicable: SOPHOS

Contact Person: Vincent Mulvihill

Business Address: 100 RIVINGTON STREET, SUITE 1000 CHICAGO, IL 60601

Business Phone: 866) 773-7348

Business email: vinny@cdwg.com

Funding Source & Acct # including location code:

3C222263 58704 COMPUTERS & TELECOMMUNICATIONS 5YR, **State contract** PEPPM 2022 Catalog Agreement (PEPPM2022)

Agreement Effective Dates: From 1/18/2024-01/18/2027

Total amount: \$327,880.00 3Yr Contract/\$109,293.33 yearly payment

Description of Service:

SOPHOS Licenses Renewal – (January 18, 2024-January 18, 2027) Endpoint protection and response, IT security operations and threat hunting, Intercept, detects and investigates suspicious activity and rolls back unauthorized encryption of files in seconds. **Add-on service-SOPHOS EMAIL ADV 5000**

Submitted by: Gilda Herrera Phone: 475.220.1694



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AGREEMENT
By And Between
The New Haven Board of Education
AND

CDW Government LLC(SOPHOS)

FOR DEPARTMENT/PROGRAM:

Information Technology

This Agreement entered into on the 18 day of January 2024, effective (no sooner than the day after Board of Education Approval), the 31 day of January 31, 2024, by and between the New Haven Board of Education (herein referred to as the “Board” and, CDW Government LLC(SOPHOS)herein referred to as the “Contractor”.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$ N/A per day, hour or session, for a total of days, hours or sessions.

Total \$327,880.00 3Yr Contract/\$109,293.33 yearly payment

The maximum amount the contractor shall be paid under this agreement: \$327,880.00 between year 24-27 Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by **Program** of the New Haven Board of Education, **Account Number:** 3C242463 58704.

This agreement shall remain in effect from January 18, 2023 to January 18, 2027.

SCOPE OF SERVICE:

SOPHOS Licenses Renewal – (January 18, 2024-January 18, 2027) Endpoint protection and response IT security operations and threat hunting Intercept detects and in esti ates suspicious acti t and rolls ac unauthori ed encr ption of files in seconds **Add-on service-SOPHOS EMAIL ADV 5000**

Exhibit A and B:

NRQS317_SOPHOS QUOTE_132024_Exhibit A

New Haven Public Schools- 3 yrs Annual payments SPR 1.4.2024_SOPHOS_Exhibit B

Exhibit C: Student Data and Privacy Agreement: Yes

APPROVAL: This Agreement must be approved by the New Haven Board of Education **prior to service start date.** Contactors may begin service no sooner than the day after Board of Education approval.



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HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney’s fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor’ breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days’ written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Contractor Signature

President
New Haven Board of Education

Date

Date

Contractor Printed Name & Title

Revised: 8/2021



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EXHIBIT C

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.



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5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

ED CONNELLY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NRQS317	1/3/2024	NRQS317	8003459	\$327,880.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SOPHOS CIXA+XDR 5000-999U 3Y RNW EDU Mfg. Part#: CIXXDU36AJREAA Electronic distribution - NO MEDIA Contract: PEPPM 2022 Catalog Agreement (PEPPM2022)	7500	7762676	\$27.50	\$206,250.00
SOPHOS EMAIL ADV 5000-9999U 3Y Mfg. Part#: CEMAAU36AJNCAA Electronic distribution - NO MEDIA Contract: PEPPM 2022 Catalog Agreement (PEPPM2022)	5000	7762678	\$23.15	\$115,750.00
Sophos Central Intercept X Advanced for Server with XDR - subscription lice Mfg. Part#: CIXXDS36BGREAA Electronic distribution - NO MEDIA Contract: PEPPM 2022 Catalog Agreement (PEPPM2022)	120	7633685	\$49.00	\$5,880.00

SUBTOTAL	\$327,880.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$327,880.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: NEW HAVEN PUBLIC SCHOOLS DEPT OF EDUCATI 54 MEADOW ST NEW HAVEN, CT 06519-1783 Phone: (475) 220-1000 Payment Terms: NET 30-VERBAL	Shipping Address: NEW HAVEN PUBLIC SCHOOLS DEPT OF EDUCATI 54 MEADOW ST NEW HAVEN, CT 06519-1783 Phone: (475) 220-1000 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Vincent Mulvihill | (866) 773-7348 | vinny@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$327,880.00	\$8,701.94/Month	\$327,880.00	\$10,075.75/Month

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

Why finance?

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

General Terms and Conditions:

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

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Sophos Payment Resources
 1000 Interstate
 Mesquite, TX 75001

Phone: (817) 434-4400
 Fax: (817) 434-4401



Sophos Payment Resources Proposal

This is not a contract. See executive contracts to follow.

████████

Sophos Payment Resources is pleased to offer this proposal for the technology solution that the Haven Public Schools wishes to acquire from CD. For over 10 years we have provided simple, fast and cost-effective acquisition options to more than 10,000 customers ranging from small entrepreneurial organizations to large Fortune 500 corporations. We hope to be your high performance partner in acquiring our technology.

Equipment Software Cost ██████████ not including tax

Equipment Software Description Sophos licenses

Term	Period	Purchase Option	Payment
<input checked="" type="checkbox"/> 36 Months	Annually	IPA	\$109,293.33

Structure First payment due one month after contract commencement

Asset Assumptions The payment options above assume 100% of software. If this assumption changes the payment may be adjusted up or down.

Equipment Location Please provide the address where the equipment will be located.

Address: 54 Meadow Street, 4th Floor

City/State: New Haven Ct 06519

Is this a hosting site, data center or collocation facility? Yes No

Proposal Expiration Date This proposal and payment options within are valid through ██████████

This proposal is based on certain underlying and pricing assumptions and the execution of mutual acceptance documentation. The payments quoted do not include sales use, rental or property tax.

The scheduled payments identified above reflect Sophos Payment Resources spread over 12 term Treasury constant maturities as of 1/1/2013 as referenced in the Federal Reserve website <http://www.federalreserve.gov/releases/h15/update/default.htm>. An increase to current Treasury constant maturities prior to commencement shall cause the Scheduled Payments to be adjusted according to Scheduled Payments will be fixed upon the later of (i) the acceptance date or (ii) the date Sophos Payment Resources countersigns the documents and commences the transaction. Customer hereby agrees to sign an amendment reflecting such increase upon request of Sophos Payment Resources.

Please email this package along with required documentation if an intent to indicate our desire to enter into an agreement with Sophos Payment Resources.

Regards,

Michelle Root
 Direct Line: (817) 434-4400
 Michelle.Root@msprno.com

[To be provided on letterhead of Lessee's counsel.]

Sophos Payment Resources, (the "Lessor")

New Haven Public Schools (the "Lessee")

RE: Agreement #__ between New Haven Public Schools and Sophos Payment Resources

Ladies and Gentlemen:

We have acted as special counsel to New Haven Public Schools ("Lessee") in connection with the Agreement #__, dated as of _____, between New Haven Public Schools as Lessee, and Sophos Payment Resources, Lessor, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations there under.
3. All proceedings of Lessee and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied up on by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement.

Very truly yours,

By: _____

Master Installment Payment Agreement



Customer Information:

Customer's Full Legal Name ("You" and "Your"):

New Haven Public Schools

Address:

54 Meadow St Fl 1

City/State/Zip Code:

New Haven, CT 06519-1719

Telephone Number:

475-220-1000

Federal Tax ID#:

County:

In this Master Installment Payment Agreement (this "Agreement"), the words "You" and "Your" mean the Customer named above and "We," "Us" and "Our" mean the Company named below. "Supplement" means a supplement, in such form as We may accept in Our sole discretion, that may be entered into from time to time by You and Us for a payment transaction pursuant to this Agreement. You acknowledge and agree that this Agreement and each Supplement represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement and each Supplement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or agreement between You and a Supplier) are not part of any IPA (defined below). This Agreement is not a commitment by Us to enter into any Supplement not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Supplement, it being understood that whether We enter into any proposed Supplement shall be a decision solely within Our discretion. Each Supplement and the terms of this Agreement which are incorporated by reference into such Supplement shall be referred to as an "IPA". In the event of any conflict between the provisions of this Agreement and the provisions of any Supplement, the provisions of the Supplement shall control. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. FUNDING AUTHORIZATION; PAYMENTS. With respect to each IPA, You acknowledge having entered into one or more license, subscription and/or product agreements described in the related Supplement (each a "Product Agreement") with one or more licensor(s) and/or supplier(s) (each a "Supplier") pursuant to which You obtained the right to use the software, goods and/or other products referenced therein and/or receive certain services covered under the Product Agreement(s) (collectively, the "Software Products"). Pursuant to the terms of the Product Agreement(s), You are obligated to pay to the Supplier(s) the License Fee amount set forth in the Supplement relating to an IPA on account of the Software Products. You hereby choose to finance the License Fee through Us over a period of time instead of paying the License Fee in cash presently pursuant to the terms and conditions of the IPA.

Each Supplement is binding on You as of the date You sign it (the "Effective Date"). By Your execution of an IPA, You hereby request Us to pay to the Supplier(s) an amount necessary to satisfy Your obligations to the Supplier(s) in respect of the License Fee set forth in the Supplement. You acknowledge that the amount so remitted by Us to the Supplier(s) may be net of any discounts or other financial arrangements or accommodations granted by the Supplier(s) to Us, with any such discount, financial arrangement or accommodation reflected in the Periodic Payment. Each Payment Period, You hereby unconditionally agree to pay to Us the Periodic Payments by the due date set forth on Our invoice to You. If requested by Us, You agree to sign and return a certificate of acceptance with respect to the Software Products. In addition, with respect to each IPA You agree to pay (i) a one-time origination fee in the amount set forth in the related Supplement (the "Origination Fee"), and (ii) upon Our demand all or our costs of filing, amending and releasing UCC financing statements. The Periodic Payments shown in each Supplement are exclusive of taxes. You shall be solely responsible for the payment of all applicable fees, taxes and governmental charges, of any nature, imposed upon or relating to any of the Software Products or this Agreement.

If We do not receive a Periodic Payment in full on or before its due date, then You shall pay a late fee equal to the greater of 10% of the amount that is late or \$29.00 (or the highest amount permitted by law if less). If any check or draft is returned or dishonored, You shall pay Us a fee of \$35.00. You agree that the fees set forth in each IPA may include a profit to us and/or a Supplier. In the event You pay any Periodic Payment in whole or in part prior to the due date thereof, You agree that the entire amount paid will be applied by Us to the next-due installment(s). **Each IPA is non-cancelable for the full Term.**

2. CUSTOMER REPRESENTATIONS AND ACKNOWLEDGMENTS. You hereby represent and warrant to Us that effective on the date You execute this Agreement and each Supplement and until all Periodic Payments have been paid in full: (i) each IPA has been duly authorized, executed and delivered by You and constitutes a legal, valid and binding obligation of You enforceable against You in accordance with its terms, except as enforcement may be limited by bankruptcy or other insolvency-related laws; (ii) the execution, delivery and performance of each IPA will not violate or create a default under any law, regulation, judgment, order, instrument, agreement or organizational document binding on You; (iii) any and all information furnished to Us by You or on Your behalf is true and correct in all material respects; and (iv) You have entered into each IPA solely for commercial purposes and not for personal, family or household purposes.

You hereby acknowledge and agree that: (a) each IPA constitutes a discreet financing agreement, and is separate and distinct from the Product Agreement(s); (b) no breach by any Supplier under a Product Agreement shall relieve You of Your obligations under any IPA; (c) You selected each Supplier and the products subject to the Product Agreement(s) and negotiated the License Fee set forth in each Supplement based on Your own judgment and expressly disclaim any reliance on statements made by Us or Our agents; (d) Your obligations hereunder are absolute, unconditional and irrevocable despite any failure of, or Your dissatisfaction with, any of the products subject to the Product Agreement(s); and (e) Your obligation to make the Periodic Payments under each IPA shall not be subject to any abatement, setoff, claim, counterclaim, adjustment, reduction or defense of any kind.

3. NO WARRANTIES. WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. YOU WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. YOU ACKNOWLEDGE THAT WE DID NOT MANUFACTURE, DISTRIBUTE, OR LICENSE THE SOFTWARE, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S). YOUR OBLIGATIONS UNDER EACH IPA ARE COMPLETELY INDEPENDENT OF THE DELIVERY, PERFORMANCE OR QUALITY OF THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S).

4. TRANSFER OF SOFTWARE PRODUCTS. In consideration of and to secure Your full and timely payment of Your obligations under each IPA, You hereby irrevocably transfer and assign to Us all of Your rights and interests (but not any of Your obligations) in, to and under the Product Agreement(s), including all of Your rights to use and/or receive the Software Products, and to suspend, cancel and/or terminate Your license for any software, goods or other products and rights to receive any services included in such Software Products. This is a present grant to Us, but may be acted upon by Us only after a default by You under the terms of an IPA. You and We each acknowledge that Our rights to use and receive the Software Products may be subject to the provisions of the related Product Agreement and rights of the Supplier thereunder, but, as between You and Us, after a default by You under the terms of an IPA and upon Our written exercise of Our rights hereunder, there shall be a total relinquishment of Your rights in the Software Products to Us. Our rights under this Section 4 shall be referred to as the "Transfer of Rights".

5. SECURITY INTEREST: You grant us a security interest in the Software Products, the Product Agreement, including without limitation, all your rights in the financed items granted thereunder, all rights to payment under the Product Agreement and all proceeds of the foregoing to secure all amounts you owe us under any agreement with

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above) New Haven Public Schools		Company: (identified above) Sophos Payment Resources	
By:	Date:	By:	Date:
Print name:	Title:	Print name:	Title:
Agreement Number:			

us, and you authorize us to file a UCC financing statement ("UCC-1") to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

6. EVENTS OF DEFAULT. With respect to each IPA, You will be in default if: (1) You fail to pay any amount due under any IPA within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any IPA or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; (4) You and/or any guarantors or sureties of Your obligations hereunder (i) go out of business, (ii) commence dissolution proceedings, (iii) merge or consolidate into another entity, (iv) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (v) become insolvent, admit Your or their inability to pay Your or their debts, (vi) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), or (vii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator; and/or (5) Your license to use any software component of the Software Products is canceled, terminated, suspended or materially restricted or limited.

7. REMEDIES. If You default under the terms of any IPA, We may do any or all of the following: (A) require You to pay to Us, on demand, an amount equal to the sum of (i) all Periodic Payments and other fees and charges then due and past due, if any, (ii) all Periodic Payments to become due in the future through the remainder of the Term, discounted (if applicable) to present value calculated using the simple interest method and a per annum rate equal to 3% (or the lowest rate permitted by law, if higher), and (iii) interest on the amounts specified in clauses "i" and "ii" at the rate of 1.5% per month (or the maximum amount permitted by law if less) from the date of demand to the date paid, (B) cancel, terminate, suspend or cause the cancellation, termination and/or suspension of all licenses for Software Products granted to You, and cancel, terminate, suspend or withhold or cause the cancellation, termination, suspension or withholding of Software Products, (C) exercise any rights under any Product Agreement which have been granted to Us by a Supplier, (D) exercise the Transfer of Rights in Software Products as provided in Section 4 above, (E) render the Software unusable by requiring You to remove the Software from any computer or other equipment, (F) exercise any other remedy available to Us under any security agreement securing this IPA, and/or (G) exercise any other remedy available to Us at law or in equity. Upon Our instructions after a default by You under the terms of this IPA, You agree to immediately cease using the Software Products, to deinstall and delete all copies of licensed Software Products from any computer systems owned or controlled by You or used for Your benefit, destroy all written manuals and materials provided with the Software Products, and provide Us with a certificate signed by an officer who is responsible for Your information systems, attesting to such cessation of use and maintenance, deinstallation, deletion, delivery and destruction. We or Our designees will have full and unrestricted access to Your records, computer systems, service provider systems (if any) and facilities to verify Your cessation of use, deinstallation, deletion and destruction. Our remedies hereunder are cumulative and non-exclusive, may be exercised concurrently or successively, and may be specifically enforced. You agree to pay all costs of collection and enforcement of each IPA, including, without limitation, reasonable attorneys' fees, court costs and other reasonable expenses relating directly or indirectly to collection and enforcement. No delay or omission by Us in Our exercise of any right hereunder shall operate as a waiver thereof.

8. ASSIGNMENT. You shall not assign or delegate Your obligations under this Agreement or any IPA, without Our prior written consent, and any such assignment or delegation shall be invalid and of no effect. We may, without notice to You, sell, assign or otherwise transfer Our interests in this Agreement or any IPA, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such sale, assignment or transfer, have all of Our assigned rights and benefits hereunder and thereunder but will not have to perform any of Our obligations (if any). Any assignment by Us will not relieve Us of Our obligations under this Agreement or any IPA. If We assign an IPA, You further acknowledge and agree that (i) You will not assert against the Assignee any claim, defense or offset that You may have against Us or any predecessor in interest, (ii) neither We nor any Supplier are agents of the Assignee, (iii) the Assignee shall not be responsible for the obligations of any Supplier under a Product Agreement, (iv) no statement, representation or warranty by Us or any Supplier is binding on the Assignee, and (v) neither We nor any Supplier will have any authority to waive or alter any term of such IPA.

9. ENFORCEMENT. This Agreement and each IPA shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business or, if We assign this Agreement or an IPA to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement or an IPA shall be adjudicated in a federal or state court in such state or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Us or Our Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Us or an Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE EACH HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY IPA.** If any amount charged or collected under this Agreement or an IPA is greater than the amount allowed by law, then any excess amount charged but not yet paid, will be waived by Us and any such excess amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each IPA shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any IPA is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

10. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or an IPA, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, Suppliers and parties having an economic interest in this Agreement or an IPA. This Agreement and each IPA, exhibits and other related documents (each a "document") may be executed in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. For purposes of perfection of a security interest in chattel paper under the UCC, only the counterpart of a document that bears Our manually-applied signature and is marked "Original" or with a similar designation by Us or by Our assignee shall constitute "chattel paper" for purposes of perfection by possession, provided that if any document is stored in an electronic medium qualifying as "electronic chattel paper", then the counterpart identified by Us as the single "Authoritative Copy" shall be chattel paper for purposes of perfection by control, and any paper counterpart shall be deemed a copy, except to the extent that a process has occurred by which the electronic record of the chattel paper has been permanently destroyed or identified as being the non-authoritative version and a tangible printed version produced that indicates that it is the sole authoritative version, in which case such tangible version shall constitute the "Original" for purposes of perfection. No security interest in a document can be perfected by possession of any counterpart that is not the "Original", if in tangible form, or by control of the "Authoritative Copy" if in electronic form. For purposes of removing doubt as to the intention of this paragraph, any counterpart marked "Duplicate" or with any other designation identifying it as not being the chattel paper original shall be deemed a copy and possession of such copy shall not perfect any security interest claimed by the person in possession. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically, We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each IPA, You hereby represent and warrant to Us that (a) this Agreement and each IPA is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to finance the Software Products under this Agreement and each Supplement, and (b) You and any other person who You control, own a controlling interest in, or who owns a controlling interest in or otherwise controls You in any manner ("Customer Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither You nor any Customer Representative is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State.

Exhibit A

Supplement No. 1

This Supplement (this “**Supplement**”) is made and entered into as of this day [REDACTED], by and between **Sophos Payment Resources** (hereinafter “**We**,” “**Us**” or “**Our**”) and New Haven Public Schools (hereinafter “**You**” or “**Your**”). This Supplement is entered into subject to that certain Master Installment Payment Agreement No. [REDACTED], dated on or about [REDACTED] between You and Us (the “**Master Agreement**”). All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Supplement, as if fully set forth herein. The Master Agreement together with this Supplement constitute an IPA (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding subject matter hereof. Any amendment to the Master Agreement subsequent to the date of this Supplement shall be ineffective as to this Supplement unless otherwise expressly stated in such amendment. In the event of a conflict between the terms of this Supplement and the terms of the Master Agreement the terms of this Supplement shall govern, provided however that Section 9 of the Master Agreement shall always be applicable. You represent to Us that the Product Agreement(s) between Supplier and You is/are in full force and effect, and has/have not been amended, altered or terminated except by the amendments included as part of the Product Agreements and identified in this Supplement and/or provided to Us in connection with this Supplement. You agree that Our remittance(s) to the Supplier shall not be disbursed until We have received all documentation and information required by Us to accept this Supplement, which may include, without limitation, invoices and payment instructions.

For value received, You hereby unconditionally agree to repay Our advance to the Supplier(s) by paying to the order of Us the following Periodic Payments, according to the schedule as set forth below:

Description of Software Products – **INCLUDE DESCRIPTION OF SOFTWARE, GOODS, PRODUCTS AND/OR CERTAIN SERVICES WHICH MAY INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)**
See attached Schedule A

Supplier(s): CDW

Equipment Location: 54 Meadow St Fl 1 , New Haven, CT 06519-1719

“License Fee” Owed by Customer under Product Agreement(s): \$327,880.00

Term: 36 Months, 3 Annual payments, 30 days deferred

Date Term Begins: _____ (completed by Us following Our acceptance of this Supplement)

Payment*: \$109,293.33

Payment Period: Month Quarter
 Year Other:

\$0.00 Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

First Lease Payment First and Last Lease Payments Other: Zero advance payments

Total Number of Payments: 3

Origination Fee: \$95.00

Returned Check/Non-sufficient Funds Charge: \$35.

The scheduled payments identified above reflect Sophos Payment Resources spread over like-term Treasury constant maturities as of January 08, 2024 (as referenced via the Federal Reserve website: <http://www.federalreserve.gov/releases/h15/update/default.htm>). Any increase to current Treasury constant maturities prior to commencement shall cause the Scheduled Payments to be adjusted accordingly. Scheduled Payments will be fixed upon the later of (i) the Acceptance Date, or (ii) the date Sophos Payment Resources countersigns the documents and commences the transaction. Customer hereby agrees to sign an amendment reflecting such increase upon request by Sophos Payment Resources.

Sophos Payment Resources

By: X _____
Date: _____

You: New Haven Public Schools

By: X _____
Name (Print): _____
Title: _____
Date Signed: _____

Schedule A

New Haven Public Schools

New Haven Public Schools - 54 Meadow St Fl 1, New Haven, CT 06519-1719

Quantity	Manufacturer	Description
7500	Sophos	SOPHOS CIXA+XDR 5000-999U 3Y RNW EDU
5000	Sophos	SOPHOS EMAIL ADV 5000-9999U 3Y
120	Sophos	Sophos Central Intercept X Advanced for Server with XDR - subscription license

Customer: New Haven Public Schools

Signature: _____

Title: _____

Addendum to Agreement # , between New Haven Public Schools, as Customer and Sophos Payment Resources, as Lessor. The words “you” and “your” refer to Customer. The words we,” “us” and “our” refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: “You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document.”

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: “Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment.”

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: “We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent.”

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: “To the extent permitted by law, you grant us a security

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****Warning – If you wish to receive Bid protection for your purchase, you must locate the products/pricing, and adding them to your shopping cart, you can then print off the quote. Once the quote is printed, submit both the PEPPM quote and the Purchase Order to PEPPM via email at orders@peppm.org or via fax at 800-636-3779.**

Note: Please make sure that you include the following language: "As Per PEPPM 2022 Catalog Bid" in the body of the PO. In order to find a product please use the search field below.

Contacts



Derek Dellamonica - IN
Sales Manager
Phone: 866-773-7445
Email: deredel@cdw.com



Danielle Lodovico - IN
Sales Operations Supervisor
Phone: 866-873-9865
Email: danielod@cdw.com



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Vendor Contacts and Ordering Instructions

To assure PEPPM bid protection, all PEPPM catalog orders must be faxed to PEPPM at **800-636-3779** or emailed to orders@peppm.org. In the body of the purchase order, please include the following language: "As per PEPPM".

Awarded Catalog Category: General Hardware and Software

Introduction

CDW•G is focused on meeting the mission-critical technology needs of organizations – large and small. You get great personal service, plus wide product selection, expert knowledge and advice, quick shipping and continuing technical support.

Please email questions to:

Derek Dellamonica
CDW Government LLC
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
203.851.7160
deredel@cdw.com

Danielle Lodovico
CDW Government LLC
230 N. Milwaukee Avenue
Vernon Hills, IL, 60061
203.851.7196
danielod@cdw.com

****Warning** – If you wish to receive Bid protection for your PEPPM purchases, after locating the products/pricing, and adding them to your shopping cart, you can then print off the quote. Once the quote is printed, submit both the PEPPM quote and the Purchase Order to PEPPM via Fax at 800-636-3779.**

Note: Please make sure that you include the following language: "As Per PEPPM 2022 Catalog Bid" in the body of the PO. In order to find a product/print a quote, please follow the steps below.

How to Use and Navigate the PEPPM CDW Government LLC Online Catalog Store

- Click on the CDWG catalog store link located on PEPPM.org or go to www.cdwg.com/peppm2022
- Research the products you are looking for either by clicking through the product category section, by putting the product description/part # in the Search field, or by searching by Brands via the links provided.
- Add all of the products you wish to purchase to your cart.
- Click on the cart icon in the menu bar at top of the screen showing the quantity & total number of items.
- A new page will open showing all the items in your cart. Click on the printer icon on the upper right side of the screen
- Print out the quote and fax both the PEPPM quote and the Purchase Order to PEPPM at 800-636-3779

Placing an Order via Fax or Email:

1. Click on the CDW Government LLC link located on www.peppm.org, shop, add selected items to a cart and print a PEPPM quote or contact the CDW Government LLC representative listed above.
2. Our catalog store front posted PEPPM prices are for a quantity of 1. For volume discounts on quotes, please call 1-800-808-4239 or email bids@cdwg.com.
3. Address the orders to:
CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL, 60061
4. All quotes and purchase orders should state "As per PEPPM."
5. Fax the completed order to **800-636-3779** or email to orders@peppm.org.
 - a. Your order will be reviewed and edited by PEPPM Staff.
 - b. You will be contacted to make any necessary corrections.
 - c. Your order will be issued to the vendor within 24 hours during the business week after all (if any) corrections are made.
 - d. Your order will be archived for audit support.
6. Standard shipping is included on all orders over \$500.00.

Orders may not be sent directly to the Awarded Vendor. All orders must be placed through the PEPPM fax number (800-636-3779) or email address (orders@peppm.org) to assure PEPPM bid protection.

FORM TO REQUEST

In order for Sophos Payment Resources to properly bill and credit the account please complete this form and return

Billin name [redacted]

Billin address [redacted]

[redacted]

Attention [redacted]

Name of individual who will process payments

Telephone number [redacted] email [redacted]

Do you need lead time on invoice delivery? If so how many days [redacted]

SPECIFIC INSTRUCTIONS

Do you require a Purchase Order number on the invoice? If so please provide [redacted]

Is your Purchase Order properly coded to remit to this remit to address or is a different vendor code needed? [redacted]

Your fiscal year is from [redacted] to [redacted]

Is a new Purchase Order required for each new fiscal period? [redacted]

Is it necessary for a voucher to accompany our invoice? If so please provide

Is there anything different required to from you for a transaction where payments are spread over a term? [redacted]

Can you remit to multiple addresses for a vendor already set up in our system? Yes or No

Do you require anything special to do that? If so what? [redacted]

Name

Remit to instructions on next page

Remit to
Sophos Payment Resources
PO Box
Hartford CT

ACH Transfer

Bank Name: M&T Bank

Main Address Main Street Hartford CT
Route
Account