# COOPERATIVE PURCHASING AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND CDW GOVERNMENT LLC

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of August 26, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and CDW Government LLC, an Illinois limited liability company (the "Contractor").

## RECITALS

A. After a competitive procurement process, the City of Tucson, Arizona ("Tucson") entered into Contract No. 130733, dated August 18, 2013, and amended by Contract Amendment No. One, dated August 15, 2014, Contract Amendment No. Two, dated May 8, 2015, and Contract Amendment No. Three, dated May 26, 2016 (collectively, the "Tucson Contract"), for the Contractor to provide information technology solutions including desktops, servers, software, peripherals and services. A copy of the Tucson Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Tucson Contract, at its discretion and with the agreement of the awarded Contractor, and the Tucson Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Tucson Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with information technology solutions including desktops, servers, software, peripherals and services, as more particularly set forth in Section 2 below on an "as-required" basis (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 15, 2017, unless terminated as otherwise provided in this Agreement or the Tucson Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Tucson Contract. The Town

does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Tucson Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Tucson Contract will be subject to rejection. The Town reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of Town notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed $29,999.00 for the Materials and Services at the rates set forth in the Tucson Contract.

4. Payments. The Town shall pay the Contractor within 30 days of the due date of Contractor's invoice to the Town, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission of invoices. Each invoice shall (i) contain a reference to this Agreement and the Tucson Contract and (ii) include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Tucson Contract will be subject to rejection and may be returned.

5. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

6. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

7. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, the Tucson Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Tucson Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Tucson Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

11. Rights and Privileges. To the extent provided under the Tucson Contract, the Town shall be afforded all of the rights and privileges afforded to Tucson and shall be the "City" (as defined in the Tucson Contract) for the purposes of the portions of the Tucson Contract that are incorporated herein by reference.

12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 11 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Tucson to the extent provided under the Tucson Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"),

insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

13. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

| | |
|---|---|
| If to the Town: | Town of Fountain Hills<br>16705 East Avenue of the Fountains<br>Fountain Hills, Arizona 85268<br>Attn: Grady E. Miller, Town Manager |
| With copy to: | GUST ROSENFELD P.L.C.<br>One East Washington Street, Suite 1600<br>Phoenix, Arizona 85004-2553<br>Attn: Andrew J. McGuire |
| If to Contractor: | CDW Government LLC<br>200 North Milwaukee Avenue<br>Vernon Hills, Illinois 60061<br>Attn: Program Sales |
| With copy to: | CDW Government LLC<br>2 Corporate Drive, Suite 800<br>Shelton, Connecticut 06484<br>Attn: General Counsel |

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"**Town**"

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

CR
9/1/16

Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

On September 1, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

JENNIFER LYONS
Notary Public, State of Arizona
Maricopa County
My Commission Expires
April 09, 2019

Notary Public

(Affix notary seal here)

2750040.2

**"Contractor"**

CDW GOVERNMENT LLC,
an Illinois limited liability company

By: _____

Name: Tara K. Barbieri
Director, Program Sales

Title: _____

(ACKNOWLEDGMENT)

STATE OF Connecticut )
) ss.
COUNTY OF Fairfield )

On August 31, 2016, before me personally appeared _____ Tara Barbieri, the Director, Program Sales of CDW GOVERNMENT LLC, an Illinois limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability company.

_____
Notary Public

(Affix notary seal here)

MATTHEW LUTHERAN
Notary Public
Connecticut
My Comm. Expires August 31, 2019

2750040.2

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
CDW GOVERNMENT LLC

[Tucson Contract]

See following pages.

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4105 / FAX: (520) 791-4735
Lloyd.Windle@tucsonaz.gov
ISSUE DATE: MAY 16, 2016

CONTRACT #130733-01
CONTRACT AMENDMENT NUMBER: THREE (3)

LW/lr
CONTRACT OFFICER: LLOYD B. WINDLE II

## INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

**ITEM ONE (1): RENEWAL**

Pursuant to Contract No. 130733, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 16, 2016 through August 15, 2017.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

**CONTRACTOR:**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Max Reed 5/24/16
Signature of person authorized to sign Date

Max Reed VP Program Sales
Name and Title (typed or printed legibly)

CDW
Company Name

200 N. Milwaukee Ave
Address

PSP@cdw.com
Email Address

Vernon Hills, IL 60061
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Pat O'Brien - Field Sales Manager
Name and Title (typed or printed legibly)

847-371-5584
Phone Number

Email Address

**CITY OF TUCSON:**

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 26th DAY OF May, 2016, AT TUCSON, ARIZONA.

for Nathan Dixon
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4105
ISSUE DATE: APRIL 27, 2015

CONTRACT NO.: 130733
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 1
SA
CONTRACT OFFICER: LLOYD WINDLE

THIS CONTRACT IS AMENDED AS FOLLOWS:

## INFORMATION TECH SOLUTIONS, INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

1. Pursuant to Contract No. 130733, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 16, 2015 through August 15, 2016.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Christina V. Rother 5-8-15
Signature Date

Christina V. Rother President, CDW Government LLC
Typed Name and Title

CDW Government LLC
Company Name

230 N. Milwaukee Avenue
Address

crother@cdwg.com
Email Address

Vernon Hills Illinois 60061
City State Zip

REVIEWED BY WG PROGRAM SALES

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 8th DAY OF May, 2015, AT TUCSON, ARIZONA.

Nathan Daon
As Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: JULY 23, 2014

CONTRACT NO.: 130733
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
JM
CONTRACT OFFICER: NATHAN DAOU

THIS CONTRACT IS AMENDED AS FOLLOWS:

## INFORMATION TECH SOLUTIONS, INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

1. Pursuant to Contract No.130733, Term and Renewal, the City is hereby exercising its option to renew the service agreement for the period of August 16, 2014 through August 17, 2015.

2. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

   "If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty."

3. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

   **21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

   The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Christina Rother, President, CDW Government LLC
Typed Name and Title

CDW Government LLC
Company Name

230 N. Milwaukee Avenue
Address

crother@cdwg.com
Email Address

Vernon Hills Illinois 60061
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 15TH DAY OF AUGUST, 2014, AT TUCSON, ARIZONA.

Nathan Daou
As Director of Procurement and not personally

**City of Tucson**

Contract

For

**Informational Technology Solutions**

**Including desktops, notebooks, servers, software, peripherals and services**

With

**CDW Government LLC**

Effective: **August 18, 2013**

The following documents comprise the executed contract between the City of Tucson and CDW Government, LLC (CDW-G), effective August 18, 2013:

I. Signed Offer and Acceptance

II. Final Negotiated Terms and Conditions

III. CDW-G's Response to the Request for Proposal

IV. The Terms and Conditions of the Request for Proposal, incorporated by reference

# OFFER AND ACCEPTANCE

## OFFER

**TO THE CITY OF TUCSON:**
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

CDW Government LLC
Company Name

230 N Milwaukee Ave
Address

Vernon Hills IL 60061
City State Zip

Signature of Person Authorized to Sign

Tara K. Barbieri
Printed Name

Director, of Program Sales
Title

For clarification of this offer, contact:

Name: Larissa Newman

Title: Proposal Specialist

Phone: 866.259.0569

Fax: 312.752.4078

E-mail: larinew@cdw.com

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 130733.

Approved as to form this 31st day of May, 2013.

As Tucson City Attorney and not personally

**CITY OF TUCSON**, a municipal corporation

Awarded this 30 day of May, 2013.

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

# Negotiated Terms and Conditions

CDW-G hereby acknowledges that the terms and conditions contained within this document accurately reflect the terms and conditions that were negotiated and mutually agreed up by the City of Tucson and CDW-G. Further, CDW-G acknowledges that these terms and conditions will govern any contract that results from RFP #130733.

Concurrence: _____ 10 May 2013
CDW-G Date

## Scope of Work

**7.** Except for certain products that are uniquely customized to City specifications, which shall be indicated at the time of Quote, all defective products shall be identified within thirty (30) days of receipt and will then be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

Uniquely customized products are typically indicated by the inclusion of the designation "CTO," "BTO" or "Customer's Name" in the product description of the item. When providing a quote for products that are uniquely customized to City specifications, Contractor shall include the following statement on the quote: "*This quote contains a custom item. This item may not be able to be returned, depending on manufacturer restrictions.*"

## Special Terms and Conditions

**1. COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

**2. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection. If the City provides the Supplier with the City's carrier account number or selects a carrier other than a carrier that regularly ships for the Supplier, title to products and risk of loss or damage during shipment pass from the Supplier to the City upon delivery to the carrier and the customer shall pay for the shipping charges (F.O.B. Origin, freight collect). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s) and the City's rights therein are contained in the license agreement between such licensor(s) and the City.

**3. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

**4. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

**5. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

**6. PRICE ADJUSTMENT**: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

**7. TERM AND RENEWAL:** The term of the Contract shall commence upon award or August 18, 2013, whichever is later, and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

## Standard Terms and Conditions

**1. ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

**2. AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

**3. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

**4. APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

**5. ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

**6. CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

**7. CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

**8. CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any of its rubbish from the premises and all tools, scaffolding, equipment and materials that are the property of the Contractor. Upon completion of the repair, the Contractor shall leave the work and premises in the same condition as before thw work began, excepting normal wear and tear.

**9. COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

**10. CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

**11. CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:

A. Amend the contract or enter into supplemental verbal or written agreements;
B. Grant time extensions or contract renewals;
C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

**12. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

**13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

**14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

**15. EXCLUSIVE POSSESSION:** Except as otherwise set forth in a Statement of Work for Services: (i) upon payment in full, Contractor assigns to the City of Tucson Contractor's entire right (including copyright), title and interest in and to the Deliverables (meaning any materials specifically and uniquely created and prepared by Contractor pursuant to this Agreement and identified by the capitalized term, Deliverable, in the applicable Statement of Work); and (ii) the City of Tucson grants to Contractor an exclusive (except as to the City of Tucson), royalty-free, perpetual, irrevocable and, fully paid license to create, develop, use, and distribute works that are based upon or derived from the Deliverables, including works that are similar in function, structure, sequence, or organization, so long as such works do not contain the City of Tucson's Confidential Information. As between the City of Tucson and Contractor, Contractor will retain all right, title and interest in and to Pre-existing Work (meaning materials and work product, including all intellectual property rights therein, that existed prior to the creation of the Deliverable(s) and that were not, prior to Contractor's commencement of the Services, already owned by the City of Tucson). The City of Tucson's sole right to Pre-existing Work will be, upon payment in full, a non-transferable, non-exclusive, royalty-free, perpetual, irrevocable and fully paid license to use the Pre-existing Work only for the City of Tucson's internal use and only to the extent that it is incorporated into the Deliverables. The foregoing license does not authorize the City of Tucson's to use Pre-existing Work separately from the Deliverables. The City of Tucson's further acknowledges and agrees that its right to

use the Deliverables containing any third party intellectual property rights may be subject to the rights of third parties and limited by agreements with such third parties.

**16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

**17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

**19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and

the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Infringement Indemnity by Contractor

To the extent a Party becomes aware, such Party shall promptly and fully notify the other Party of any Claim by any third party asserting that the Use by City or an Authorized User of the Licensed Material infringes or is likely to infringe the Intellectual Property Rights of such third party. Contractor will defend, indemnify and hold harmless City, Authorized Users, and City's directors, officers, employees and agents (collectively, "City Indemnified Parties") from any and all Losses arising from any such Claim, provided that Contractor shall have no obligations to City or City Indemnified Parties under this Paragraph 20 or otherwise, and in such cases,

Additional Obligation of Contractor

Subject to the forgoing provisions, in the event that any infringement Claim is initiated against Contractor or a City Indemnified Party, or in CDW-G's sole opinion is likely to be initiated for the Contractor is liable in terms of this Paragraph 20, then Contractor shall have the option, at its expense, to either:

(a) modify or replace the infringing part of the Licensed Material so that such part is no longer infringing, provided that the functionality and performance of the Licensed Material continues to perform and operate at least in an equivalent manner and with equivalent functionality; or

(b) procure for City, Permitted Affiliates, Authorized Users the right to continue using the infringing Licensed Material.

In either case, Contractor shall act as promptly as possible and in a manner which will avoid unreasonable disruption to City's operations. If neither of options (a) and (b) under Section 9.2 is reasonably possible or effective, Contractor shall accept the return of the Licensed Material and terminate all rights and licenses granted to City under this Agreement and refund to City an amount equal to the unamortized balance of the License Fee paid by City under this Agreement, calculated on a straight line basis over a period of five years commencing on the Effective Date of this Agreement. The provisions of this Paragraph 20 state Contractor's entire liability and City's sole remedies with respect to infringement.

**21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

**22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection; and acceptance by the City, except as noted in Defective Product, paragraph 7. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. Any material or service shall be considered accepted by the City unless the City notifies the Contractor in writing within thirty (30) business days of delivery of the applicable material or service. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

**23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

**24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

**25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

**26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

**27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

**28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

**29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
The Contractor's payment terms shall apply to all purchases and to all payment methods.

**30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City and the Contractor will determine a cost and the Contractor shall be liable for the cost thereof, which may be either reimbursed by the Contractor or deducted from the Contract price, at the option of the Contractor.

**31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

**32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor. Said audit shall be limited to verifying Contractor's compliance with this Contract. In the event the audit is performed by an independent third party, the party must execute Contractor's Standard Non-Disclosure Agreement. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.

**33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

**34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

**35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

**36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

**37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

**38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

**39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

**40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

The Contractor shall have thirty (30) days from receipt of notice from the City to cure any default.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**42. WARRANTIES:** The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only warranties offered are those of the manufacturer, not the Contractor or its affiliates. In purchasing the products, the City is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

In connection with the products, certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. The City hereby releases the Contractor and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

# CITY OF TUCSON

**Information Technology Solutions including desktops, notebooks, servers, software, peripherals and services**
**RFP# 103733**
**February 19th, 2013**

*CDW Government LLC*
*230 N. Milwaukee Ave.*
*Vernon Hills, IL 60061*

**ORIGINAL**

CDW·G PEOPLE WHO GET IT

One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Phone: 847.465.6000
Fax: 847.419.6200
Toll-free: 800.808.4239

CDWG.com/PeopleWhoGetIT

February 14, 2013
City of Tucson Department of Procurement
Attn: Nathan Daou
255 W. Alameda 6th FLR
Tucson, AZ 85701

**RE: CDW•G's response to Information Technology Solutions including desktops, notebooks, servers, software, peripherals and services**

Dear Mr. Daou,

The City of Tucson (the City) and CDW Government (CDW•G) have a solid business relationship that spans more than 18 years. During this time, we have strengthened this relationship through our partnership with National IPA, making your contract one that holds nationwide recognition. The City's initial projection for the contract's sales was a mere $25 million, annually. The contract currently generates sales nearly four times this forecast, totaling close to $100 million in 2012. We feel a large part of this success is our mutual understanding of the level of commitment it takes to make a contract successful. We continue to meet the City's minimum qualifications in the following ways.

**Full Range of IT Solution Products and Services.** The City's contract is unique in its offering to member agencies in that our expansive portfolio provides a depth of product and services not often matched by a single manufacturer, resellers, or local vendors. We hold a long list of specializations, certifications, and awards from many of the 1,000 different manufacturers we work with. We also leverage our OEM relationships to gain pricing advantages for our customers, such as the ***CDW•G-exclusive HP offering*** included in our proposed pricing. We pair our complex product offering with a service portfolio that is just as impressive, with over 1,600 of our own engineers dedicated to performing services.

**Strong National Presence.** CDW•G serves our customers with 43 locations throughout the US and Canada, 33 of these locations added since the contract's inception in 2008. We have nationwide recognition, with over 250,000 customers in all areas of the public and private sector. Additionally, in 2012 CDW ranked no. 31 on *Forbes'* list of America's Largest Private Companies.

**Nationwide Distribution Capabilities.** Agencies using the City's contract receive their products in an average 3-5 days from our two strategically located distribution centers. We ship most of credit approved in-stock orders same day, with a 99.7% shipment accuracy.

**Demonstrated Sales Presence.** We have over 840 Account Managers dedicated to our CDW•G customers alone, with 65 Field Account Executives across the country providing personal, onsite support.

**State of the Art Ordering and Billing Capabilities.** Users of the City's contract place their orders in the way that best fits their needs. In addition to telephone, email, chat, and fax, purchasers can utilize their user-friendly, customized websites. Each site provides a plethora of tools, with their own CDW•G Extranet page giving them the ability to create custom reports, manage assets, and retrieve invoices, among many other functionalities.

We shall continue to surpass the City's expectations into the second term of our agreement, and look forward to continuing the successful trend of the contract. If you have any questions, please contact Proposal Specialist Larissa Newman at 866.259.0569 or larinew@cdw.com.

Sincerely,

Tara K Barbieri

Tara K. Barbieri
Director, Program Sales

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# Tab One

## Offer and Acceptance Form

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# OFFER AND ACCEPTANCE

## OFFER

**TO THE CITY OF TUCSON:**
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

CDW Government LLC
Company Name

230 N Milwaukee Ave
Address

Vernon Hills IL 60061
City State Zip

Signature of Person Authorized to Sign

Tara K. Barbieri
Printed Name

Director, of Program Sales
Title

For clarification of this offer, contact:

Name: Larissa Newman

Title: Proposal Specialist

Phone: 866.259.0569

Fax: 312.752.4078

E-mail: larinew@cdw.com

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

**CITY OF TUCSON**, a municipal corporation

Approved as to form this _____ day of _____ , 2013.

Awarded this _____ day of _____ , 2013.

As Tucson City Attorney and not personally

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

# Tab Two

## Amendment

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# CITY OF TUCSON
## DEPARTMENT OF PROCUREMENT

**REQUEST FOR PROPOSAL NO. 130733**

**INFORMATION TECHNOLOGY SOLUTIONS including DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES**

**AMENDMENT NO. 1 (ONE)**

The referenced document has been modified as per the attached Amendment No. **1 (ONE).**

**Please sign this Amendment where designated and return the executed copy with the submission of your proposal.** This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to **NATHAN DAOU.**

ND/swb

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: FEBRUARY 6, 2013


RFP DUE DATE: FEBRUARY 19, 2013
RESPONSIBLE CONTRACT OFFICER: NATHAN DAOU

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

## INFORMATION TECHNOLOGY SOLUTIONS including DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

1. The Proposal Due Date is hereby changed to February 19, 2013 at 4:00 PM Local Arizona Time.

2. Representatives from the following firms were in attendance at the Pre-Proposal Conference on January 29, 2012:

   Copper State Communications
   Leeshanok Network Solutions
   CDW Government
   Office Depot/Tech Depot
   Dell
   World Wide Technology, Inc.

3. Requests have been made to have the RFP document in Microsoft Word format, as opposed to Adobe PDF format. Therefore, the RFP document in Microsoft Word format is hereby attached to this amendment.

4. The first sentence of the second paragraph of Paragraph 5 (Pricing) of the Scope of Work section is hereby replaced with the following sentence:

   "Price discounts will be evaluated by applying the Vendor's discount to the prices listed on the verifiable price index."

5. Attachment A, the Revised Sample Items List is hereby replaced with the attached REVISED Attachment A. Offerors should fill out the REVISED Attachment A instead of the original Attachment A.

6. **CLARIFICATIONS:** The following questions have been received by the City. The questions, along with the City's responses are provided below:

| | |
|---|---|
| **Q:** | Is it acceptable to add lines to the price page under Group 11 (Services) to list hourly rates? |
| **A:** | Yes. |

# REQUEST FOR PROPOSAL AMENDMENT



A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**Q:** National IPA Exhibit A ("National IPA Response for National Cooperative Contract"), which is part of Attachment B to the RFP, states in Paragraph 3.3.B.iv that Supplier must provide a commitment to attend and participate with National IPA at national and supplier-specific trade shows, conferences and meetings. Do we have to participate in all meetings? If so, what are the event dates, details?

**A:** National IPA and the awarded supplier(s) will work together to develop a marketing and communication strategy that is mutually agreed upon by both parties. The strategy will include identification of trade shows, conferences, meetings that will be beneficial to promotion of the awarded agreement. It is the expectation of National IPA that the awarded supplier(s) trade show strategy plan will include attendance and exhibition at the NIGP Annual Forum and NPI Annual Conference throughout the term of the agreement. Regional conferences and industry-specific events will be discussed and agreed upon during marketing strategy planning after the award is made.

**Q:** National IPA Exhibit A ("National IPA Response for National Cooperative Contract"), which is part of Attachment B to the RFP, states in Paragraph 3.3.B.vi that the Supplier must provide a plan for the design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement. Please elaborate on what will minimally be expected of the Supplier in regards to this item.

**A:** National IPA and the awarded supplier(s) will work together to develop a marketing and communication strategy that is mutually agreed upon by both parties. The strategy will include identification of advertising opportunities that will be beneficial to promotion of the awarded agreement. It is the expectation of National IPA that the awarded supplier(s) will include advertising as part of the overall marketing strategy in order to promote the awarded agreement.

**Q:** National IPA Exhibit A ("National IPA Response for National Cooperative Contract"), which is part of Attachment B to the RFP, states in Paragraph 3.3.K that the Supplier must state the amount of your company's Public Agency sales for the previous fiscal year, and that the Supplier must provide a list of your top 10 Public Agency customers. For this, is National IPA looking for any government client? What if a supplier does not have a way to segment our combined sales by vertical type?

**A:** If a supplier does not have a way to segment their combined sales by vertical type, then the supplier should provide a total sales amount for all public agencies combined. National IPA is trying to understand the supplier's current sales in the public agency sector.

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: FEBRUARY 6, 2013

REQUEST FOR PROPOSAL NO. 130733
RFP AMENDMENT NO. 1 (ONE)

RFP DUE DATE: FEBRUARY 19, 2013
RESPONSIBLE CONTRACT OFFICER: NATHAN DAOU

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**THIS PAGE LEFT BLANK INTENTIONALLY**

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSALSHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Tara K Barbieri 02/13/2013
Signature Date

Tara K. Barbieri/Director, Program Sales
Typed Name and Title

CDW Government LLC
Company Name

230 N Milwaukee Ave
Address

Vernon Hills IL 60061
City State Zip

revised 2/99

# Tab Three

## Copy of RFP Document

CDW·G® PEOPLE WHO GET IT

# Copy of RFP Document

## CITY OF TUCSON
REQUEST FOR PROPOSAL

| | |
|---|---|
| **REQUEST FOR PROPOSAL NUMBER:** | **130733** |
| **PROPOSAL DUE DATE:** | **FEBRUARY 12, 2013 AT 4:00 P.M. LOCAL AZ TIME** |
| **PROPOSAL SUBMITTAL LOCATION:** | **DEPARTMENT OF PROCUREMENT<br>255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701** |
| **MATERIAL OR SERVICE:** | **INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES** |
| **PRE-PROPOSAL CONFERENCE DATE:** | **JANUARY 29, 2013** |
| **TIME:** | **11:00 A.M., LOCAL AZ TIME** |
| **LOCATION:** | **CITY HALL, ATTORNEY'S CONFERENCE ROOM<br>255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701** |
| **CONTRACT OFFICER:** | **NATHAN DAOU** |
| **TELEPHONE NUMBER:** | **(520) 837-4136<br>nathan.daou@tucsonaz.gov** |

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at http://www.tucsonstreetcar.com/ or call 520-624-5656.

ND/swb

PUBLISH DATE: JANUARY 22, 2013

# CITY OF TUCSON
## REQUEST FOR PROPOSAL

| | |
|---|---|
| **REQUEST FOR PROPOSAL NUMBER:** | **130733** |
| **PROPOSAL DUE DATE:** | **FEBRUARY 12, 2013 AT 4:00 P.M. LOCAL AZ TIME** |
| **PROPOSAL SUBMITTAL LOCATION:** | **DEPARTMENT OF PROCUREMENT**<br>**255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701** |
| **MATERIAL OR SERVICE:** | **INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES** |
| **PRE-PROPOSAL CONFERENCE DATE:** | **JANUARY 29, 2013** |
| **TIME:** | **11:00 A.M., LOCAL AZ TIME** |
| **LOCATION:** | **CITY HALL, ATTORNEY'S CONFERENCE ROOM**<br>**255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701** |
| **CONTRACT OFFICER:** | **NATHAN DAOU** |
| **TELEPHONE NUMBER:** | **(520) 837-4136**<br>**nathan.daou@tucsonaz.gov** |

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ND/swb

PUBLISH DATE: JANUARY 22, 2013

# INTRODUCTION

The City of Tucson (the "City") is requesting proposals from firms qualified to provide **Information Technology Solutions including desktops, notebooks, servers, software, peripherals and services**, to be delivered F.O.B. destination to various locations though out the City of Tucson**.**

Requirements and qualifications are defined in detail in the Scope of Work and Technical Requirements Section of this Request for Proposal (RFP).

# NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment B, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment I contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment B). The City, reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The City anticipates spending approximately $750,000 over the full potential Master Agreement term for Informational Technology Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Informational Technology Solutions purchased under the Master Agreement through National IPA is approximately $100,000,000. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

# SCOPE OF WORK

**1. QUALIFIED VENDORS:** Offerors should meet the minimum qualifications:

a) A full range of information technology solution products and services to meet varying requirements of governmental agencies.
b) Have a strong national presence as a computer solutions provider.
c) Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
d) Have a demonstrated sales presence.
e) Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.

**Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.**

**2. ORDERING:** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:

a. Online
b. Telephone
c. Fax
d. Email

**3. DELIVERY REQUIREMENT:** Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.

**4. SCOPE OF PRODUCTS:** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:

a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier vendors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
c. High End Workstation: These will be used by application developers using GIS, CASE or other high level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
d. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Vendors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

g. Computer and Network Products and Peripherals: Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

h. Services: Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training and maintenance, etc. In addition, services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc..

Note: All hardware should come assembled. For example, if extra memory, additional drives or peripherals are ordered, the Vendor must install them.

i. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

**5. PRICING:** Vendors shall provide a price in the format of a percentage discount off a verifiable price index. Vendors may submit discounts for various manufacturers. Discounts will remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. However, pricing may fluctuate as the price for the product changes with the verifiable pricing standard. Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, Vendor must notify the City in writing within 60 days of EOL (end of life) on all models.

Award will be determined by applying the Vendor's discount to the prices listed on the verifiable price index. The City has provided various sample items on the Sample Item List (See Attachment A) for pricing evaluation purposes. Vendors are required to fill out the Sample Items List.

It is the Vendor's responsibility to provide the City with an up-to-date price list for the duration of the contract.

**6. AWARD:** It is the City's intention that a single or limited number of awards will be made under this solicitation.

**7. DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

# INSTRUCTIONS TO OFFERORS

**1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
For purposes of this solicitation and subsequent contract, the following definitions shall apply:
**City:** The City of Tucson, Arizona
**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
**May:** Indicates something that is not mandatory but permissible.
**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.
**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

**2. PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

**3. INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**4. AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

**5. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

**6. PREPARATION OF PROPOSAL:**
A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

**7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

**8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

**9. PROPOSAL/SUBMITTAL FORMAT: An original and 5 copies (6 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit two electronic copies of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

**10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

**11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

**12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

**13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.
B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **CONTRACT NEGOTIATIONS**: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

23. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

    A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

**25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

# PROPOSAL EVALUATION REQUIREMENTS

## I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price

C. Qualifications and Experience

D. Technology

## II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:

The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

### A. Method of Approach

1. Provide a response to the national program.
    a. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
    b. The successful offeror will be required to sign Attachment B, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
2. Provide a description of the product lines that can be provided by your firm.
3. Provide a description of the services that can be provided by your firm.
4. Describe how your firm proposes to distribute the products/services nationwide.
5. Identify all other companies that will be involved in processing, handling or shipping the products/service to the Participating Agencies. Include any subsidiaries that may include product or service under the Contract.
6. Provide the number, size and location of your firm's distribution facilities, warehouses and retail network as applicable.
7. State any return and restocking policy, and any fees, if applicable associated with returns.
8. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
9. Describe your delivery commitment:
    a. What is your fill rate guarantee?
    b. What are your delivery days?
    c. Do you offer next day delivery?
    d. How do you facilitate emergency orders?
    e. Are shipping charges exempt for ALL who use this contract?
    f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.
10. Describe the types of customer service available to agencies that use this contract:

a. Is online support available?
b. Is phone support available?
c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
d. How are problems resolved?
e. What are the location and hours of your call centers?
f. What response time is guaranteed when a customer service request is made?
g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

11. Describe the warranty period of products. Submit information on your warranty program.

12. Describe how your firm will notify customers of new products.

13. Describe how your firm notifies customers of discontinued products?

14. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.

15. Describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.

16.Describe what other services you offer that would be applicable to this contract (e.g., leasing/financing, services, maintenance, implementation, design, analysis, training, repair, etc.)

**B. Price Proposal**

1. Provide price proposal as requested on the Price Page attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items in the Sample Items List in Attachment A.
2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.
3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
4. Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No
5. Does your firm have a City of Tucson Business License? _____Yes _____No
   If yes, please provide a copy of your City of Tucson Business license.

**C. Qualifications and Experience**

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.
2. Provide the total number and location of sales persons employed by your firm.
3. Provide the number and location of support centers (if applicable).
4. Provide your firm's annual sales for 2009, 2010, and 2011.
5. Please submit your FEIN and Dunn & Bradstreet report.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitations. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.

7. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.

8. Provide information regarding if your organization ever failed to complete any work awarded.

9. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

**D. Technology**

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
   a. to search for products
   b. to find alternate products (if a certain product is not available)
   c. to perform side-by-side price comparison of products
   d. to order products
   e. to order products in advance (i.e., how far in advance of required delivery date can an order be placed?)
   f. to track order status, to include backordered items
   g. to determine when an item was received and who received it
   h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
   i. to create approval paths/levels for orders, to include creating an approval path for restricted items
   j. to create a "favorites" list or other personalized list of frequently ordered items
   k. to create a "shared" list for an agency to use
   l. to obtain online customer service
   m. to receive online training
   n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
   o. to track their budget for purchases
   p. to generate reports

2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.

3. Describe any national awards and/or other recognition that your website has received.

4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?

5. Does your website offer real time product availability?

6. Does your website offer order size incentives? For example, if an order reaches a certain amount, is there a discount that is offered and, if so, how is that conveyed to the customer?

7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?
9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc.
10. Describe the types of online reporting that are available. Is customized reporting available?
11. Describe your online return process (if available).
12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?
13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

## III. GENERAL

### A. Shortlist:

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

### B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

### C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

### D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

### E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

# SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

   Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

   The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

4. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

5. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

6. **PRICE ADJUSTMENT**: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

**7. TERM AND RENEWAL:** The term of the Contract shall commence upon award or August 18, 2013, whichever is later, and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

# STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:

    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall

prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

**21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

**22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

**23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

**24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

**25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

**26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

**27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

**28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

**29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

**30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

**31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

**32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

**33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

**34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

**35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

**36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

**37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

**38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

**39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

**40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

# PRICE PAGE

**For each item listed on the Price Pages, Offerors are encouraged to offer a discount off of a verifiable price list by all manufacturers that they choose to propose. For example, Group 2, Item 4 is Keyboards. An offeror may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellows, Belkin, Kensington, Tripplite, etc. Offerors should provide a separate discount for each manufacturer that they propose. Offerors should add additional rows to the price page in order to accommodate additional manufacturers' discounts.**

| ITEM NO. | PRICING GROUP | DISCOUNT OFF VERIFIABLE PRICE INDEX |
|---|---|---|
| **Group 1 Systems** | | |
| 1. | Desktops | _____% |
| 2. | Notebooks | _____% |
| 3. | Tablets | _____% |
| 4. | Servers (1 Processor, 2, Processor, 4+Procesor, Blade, Tower, Unix, Handhelds, etc.) | _____% |
| **Group 2 Input Devices** | | |
| 5. | Keyboards | _____% |
| 6. | Mice | _____% |
| 7. | Imaging Scanners | _____% |
| 8. | POS Scanners | _____% |
| 9. | Pointing Devices | _____% |
| 10. | Bar Code Readers | _____% |
| 11. | Audio Input | _____% |
| 12. | Input Adapters | _____% |
| 13. | PC and Network Cameras | _____% |
| 14. | Input Cables | _____% |
| 15. | Input Accessories | _____% |
| **Group 3 Output Devices** | | |
| 16. | Displays | _____% |
| 17. | Printers | _____% |
| 18. | Inkjet Printers | _____% |
| 19. | Inkjet Photo Printers | _____% |
| 20. | Laser Printers | _____% |
| 21. | Label Printers | _____% |
| 22. | Dot Matrix Printers | _____% |
| 23. | Multi-Function Printers | _____% |
| 24. | Wide Format Printers | _____% |
| 25. | Multi-Function Inkjet Printers | _____% |
| 26. | Wide Format Printers | _____% |
| 27. | Fax Machine Printers | _____% |
| 28. | Printer Accessories | _____% |
| 29. | Projectors | _____% |
| 30. | Projector Accessories | _____% |
| 31. | Audio Input | _____% |
| 32. | Video Cards | _____% |
| 33. | Sound Cards | _____% |
| 34. | Output Accessories | _____% |
| 35. | Printer Consumables | _____% |

| ITEM NO. | PRICING GROUP | DISCOUNT OFF VERIFIABLE PRICE INDEX |
|---|---|---|
| **Group 4 Memory** | | |
| 36. | Desktop | _____% |
| 37. | Flash | _____% |
| 38. | Networking | _____% |
| 39. | Notebook | _____% |
| 40. | Printer/Fax | _____% |
| 41. | Server | _____% |
| **Group 5 Storage Devices** | | |
| 42. | Adapters Fibre Channel | _____% |
| 43. | Adapters FireWire/USB | _____% |
| 44. | Adapters IDE/ATA/SATA | _____% |
| 45. | Adapters RAID | _____% |
| 46. | Adapters SCSI | _____% |
| 47. | Bridges & Routers | _____% |
| 48. | Disk Arrays | _____% |
| 49. | Disk Arrays JBOD | _____% |
| 50. | Drives Magneto-Optical | _____% |
| 51. | Drives Removable Disk | _____% |
| 52. | Fiber Channel Switches | _____% |
| 53. | Hard Disks External | _____% |
| 54. | Hard Disks Fibre Channel | _____% |
| 55. | Hard Disks IDE/ATA/S | _____% |
| 56. | Hard Disks Notebook | _____% |
| 57. | Hard Disks SCSI | _____% |
| 58. | Networking Accessories | _____% |
| 59. | Optical Drives CD-RO | _____% |
| 60. | Optical Drives CD-RW | _____% |
| 61. | Optical Drives DVD/C | _____% |
| 62. | Optical Drives DVD-R | _____% |
| 63. | Storage Accessories | _____% |
| 64. | Storage NAS | _____% |
| 65. | Storage SAN | _____% |
| 66. | Tape Autoloaders AIT | _____% |
| 67. | Tape Autoloaders DAT | _____% |
| 68. | Tape Autoloaders DLT | _____% |
| 69. | Tape Autoloaders LTO | _____% |
| 70. | Tape Drives 4mm | _____% |
| 71. | Tape Drives 8mm/VXA | _____% |
| 72. | Tape Drives AIT | _____% |
| 73. | Tape Drives DAT | _____% |
| 74. | Tape Drives DLT | _____% |
| 75. | Tape Drives LTO/Ultrium | _____% |
| 76. | Tape Drives SDLT | _____% |
| 77. | Tape Drives Travan | _____% |

| ITEM NO. | PRICING GROUP | DISCOUNT OFF VERIFIABLE PRICE INDEX |
|---|---|---|
| **Group 6 Network Equipment** | | |
| 78. | 10/100 Hubs & Switch | _____% |
| 79. | Bridges and Routers | _____% |
| 80. | Gigabit Hubs & Switches | _____% |
| 81. | Concentrators and Multiplexers | _____% |
| 82. | Hardware Firewalls | _____% |
| 83. | Intrusion Detection | _____% |
| 84. | KVM | _____% |
| 85. | Modems | _____% |
| 86. | Network Test Equipment | _____% |
| 87. | Network Adapters | _____% |
| 88. | Network Cables | _____% |
| 89. | Network Accessories | _____% |
| 90. | Repeaters and Transceivers | _____% |
| 91. | Wireless LAN Accessories | _____% |
| 92. | Token Authentication | _____% |
| 93. | 10G Fiber Optic Transceivers | _____% |
| 94. | 1G Fiber Optic Transceivers | _____% |
| **Group 7 Software** | | _____% |
| 95. | Licensing Packages (i.e., Microsoft Open Value, Microsoft EES) | _____% |
| 96. | Licensing Backup | _____% |
| 97. | Licensing Barcode/OC | _____% |
| 98. | Licensing Business Application | _____% |
| 99. | Licensing CAD/CAM | _____% |
| 100. | Licensing Cloning | _____% |
| 101. | Licensing Computer Services | _____% |
| 102. | Licensing Database | _____% |
| 103. | Licensing Development | _____% |
| 104. | Licensing Entertainment | _____% |
| 105. | Licensing Financial | _____% |
| 106. | Licensing Flow Chart | _____% |
| 107. | Licensing Graphic Design | _____% |
| 108. | Licensing Handheld | _____% |
| 109. | Licensing Network OS | _____% |
| 110. | Licensing OS | _____% |
| 111. | Licensing Personal Organization | _____% |
| 112. | Licensing Presentation | _____% |
| 113. | Licensing Reference | _____% |
| 114. | Licensing Report Analysis | _____% |
| 115. | Licensing Spreadsheet | _____% |
| 116. | Licensing Utilities | _____% |
| 117. | Licensing Warranties | _____% |
| 118. | Licensing Web Development | _____% |
| 119. | Licensing Word Processing | _____% |
| 120. | Software Backup | _____% |
| 121. | Software Barcode/OCR | _____% |
| 122. | Software Business Application | _____% |
| 123. | Software CAD/CAM | _____% |
| 124. | Software Cloning | _____% |
| 125. | Software Computer Services | _____% |
| 126. | Software Database | _____% |

| ITEM NO. | PRICING GROUP | DISCOUNT OFF VERIFIABLE PRICE INDEX |
|---|---|---|
| **Group 7 Software Continued** | | |
| 127. | Software Development | _____% |
| 128. | Software Entertainment | _____% |
| 129. | Software Financial | _____% |
| 130. | Software Flow Chart | _____% |
| 131. | Software Graphic Design | _____% |
| 132. | Software Handheld | _____% |
| 133. | Software OS | _____% |
| 134. | Software Personal Organization | _____% |
| 135. | Software Presentation | _____% |
| 136. | Software Reference | _____% |
| 137. | Software Report Analysis | _____% |
| 138. | Software Spreadsheet | _____% |
| 139. | Software Utilities | _____% |
| 140. | Software Warranties | _____% |
| 141. | Software Web Development | _____% |
| 142. | Software Word Processing | _____% |
| **Group 8 Media Supplies** | | _____% |
| 143. | Media 4mm Tape | _____% |
| 144. | Media AIT Tape | _____% |
| 145. | Media DAT Tape | _____% |
| 146. | Media DLT Tape | _____% |
| 147. | Media LTO/Ultrium Tape Drive | _____% |
| 148. | Media Magneto-Optical | _____% |
| 149. | Media Optical | _____% |
| 150. | Media SLR Tape | _____% |
| 151. | Media Travan Tape | _____% |
| 152. | Media VXA Tape | _____% |
| 153. | Media Zip | _____% |
| **Group 9 Collaboration and IP Telephony** | | |
| 154. | IP Phones | _____% |
| 155. | Video Conferencing products | _____% |
| 156. | Voice Gateways/Servers | _____% |
| 157. | Headsets | _____% |
| 158. | Audio conferencing products | _____% |
| 159. | Analog phones | _____% |
| 160. | accessories | _____% |
| **Group 10 Other** | | |
| 161. | Advanced Integration | _____% |
| 162. | Asset Disposal | _____% |
| 163. | Asset Management | _____% |
| 164. | Cables | _____% |
| 165. | Cables Custom | _____% |
| 166. | Cables Printer | _____% |
| 167. | Complex Warranties | _____% |
| 168. | Desktop Accessories | _____% |
| 169. | Display Accessories | _____% |
| 170. | Electronic Services | _____% |
| 171. | Handheld Accessories | _____% |
| 172. | Imaging Accessories | _____% |

| ITEM NO. | PRICING GROUP | DISCOUNT OFF VERIFIABLE PRICE INDEX |
|---|---|---|

**Group 10 Other continued**

| | | |
|---|---|---|
| 173. | Imaging Camcorders | _____% |
| 174. | Imaging Digital Cameras | _____% |
| 175. | Internal Lab Service | _____% |
| 176. | Lab Fees | _____% |
| 177. | Managed Services | _____% |
| 178. | Miscellaneous Solutions | _____% |
| 179. | Mounting hardware for vehicles | |
| 180. | Networking Warranties | _____% |
| 181. | Notebook Accessories | _____% |
| 182. | Notebook Batteries | _____% |
| 183. | PC Lab Order Services | _____% |
| 184. | POS Accessories | _____% |
| 185. | POS Displays | _____% |
| 186. | Power Accessories | _____% |
| 187. | Power Surge Protection | _____% |
| 188. | Power UPS | _____% |
| 189. | Server Accessories | _____% |
| 190. | Service charge | _____% |
| 191. | System Components | _____% |
| 192. | Training Courses | _____% |
| 193. | Training Reference Manuals | _____% |
| 194. | Warranties Electronic | _____% |

**Group 11 Services – Offerors may offer a discount off list price or an hourly rate. Pricing may vary by manufacturer and by region of the country. Offerors should indicate any manufacturer and regional variances.**

| | | |
|---|---|---|
| 195. | Design and Analysis | _____% |
| 196. | Configuration | _____% |
| 197. | Implementation | _____% |
| 198. | Installation | _____% |
| 199. | Training | _____% |
| 200. | Maintenance and Support | _____% |
| 201. | Additional Services Offered<br>(On a separate page list the additional services offered and their applicable discount) | _____% |

# OFFER AND ACCEPTANCE

## OFFER

**TO THE CITY OF TUCSON:**
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

Name:_____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

**CITY OF TUCSON**, a municipal corporation

Approved as to form this _____ day of _____ , 2013.

Awarded this _____ day of _____ , 2013.

_____
As Tucson City Attorney and not personally

_____
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

# ATTACHMENTS

ATTACHMENT A – Sample Items List
ATTACHMENT B – National IPA Exhibits

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# ATTACHMENT A: SAMPLE ITEMS LIST

NOTE: **For each item listed below, offeror should fill in the yellow cells only.** In the "Unit Price Before Discount" column, offeror should enter the unit price for the specified item before their discount is applied. In the "Discount" column, offeror should enter the discount that they are proposing to offer for the specified item. The discount entered in the "Discount" column should match the discount that offeror identified on the Price Page. The "Unit Price After Discount" column will autopopulate based on the entries in the two preceding columns.

Note: For the sole purpose of helping to identify the sample items below, the CDW-G Part # is also being provided for each item.

| Item # | Description | Brand | Manufacturer's Part Number | CDW-G Part Number | UNIT PRICE BEFORE DISCOUNT | DISCOUNT | UNIT PRICE AFTER DISCOUNT |
|---|---|---|---|---|---|---|---|
| 1 | PLUG-IN DOCK AND LOCK 30 DRAWER CAB | PLUG-IN STORAGE SYSTEMS | 4852-L-30 | 935042 | $ - | 0.0000% | $ - |
| 2 | GARMIN GPS 18X USB SENSOR | GARMIN | 010-00321-31 | 1441195 | $ - | 0.0000% | $ - |
| 3 | KEN UNIV DOCK STAT SD400V VID/ENET | KENSINGTON | K33926US | 1822378 | $ - | 0.0000% | $ - |
| 4 | RSA BASE SW LIC BTW 155-250 | RSA SECURITY | APP0000250B | 1016651 | $ - | 0.0000% | $ - |
| 5 | GARMIN FLANGE MOUNT | GARMIN | 010-10453-00 | 914063 | $ - | 0.0000% | $ - |
| 6 | HP SB LA2205WG 22" WIDE DVI DP HA | HEWLETT-PACKARD | NM274A8#ABA | 1906059 | $ - | 0.0000% | $ - |
| 7 | CRUCIAL 1GB 184PIN DDR PC3200 | CRUCIAL TECHNOLOGY | CT12864Z40B | 635238 | $ - | 0.0000% | $ - |
| 8 | FUJITSU FI-6770A FBSCAN 90PPM W/VRS | FUJITSU | PA03576-B035 | 1533003 | $ - | 0.0000% | $ - |
| 9 | HP OFFICEJET 100 MOB PRINTER-L411A | HEWLETT-PACKARD | CN551A#B1H | 2374450 | $ - | 0.0000% | $ - |
| 10 | FUJITSU FI-6770 FBSCAN 90PPM W/VRS | FUJITSU | PA03576-B105 | 1532992 | $ - | 0.0000% | $ - |
| 11 | BELKIN USB A/A EXT CAB M/F IMAC 10' | BELKIN | F3U134-10-CBL | 141310 | $ - | 0.0000% | $ - |
| 12 | CRUCIAL 1GB DDR2 PC2-6400 | CRUCIAL TECHNOLOGY | CT12864AA80 | 1269183 | $ - | 0.0000% | $ - |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 13 | CRUCIAL 1GB 200PIN SODIMM PC2700 | CRUCIAL TECHNOLOGY | CT12864X335 | 657427 | $ - | 0.0000% | $ - |
| 14 | RSA SID700 60SEC 3YR 100 PACK | RSA SECURITY | SID700-6-60-36-100 | 1033112 | $ - | 0.0000% | $ - |
| 15 | HP LJ M3035XS | HEWLETT-PACKARD | CC477A#BCC | 1342057 | $ - | 0.0000% | $ - |
| 16 | HP SB 6300 I3-2120 500GB 4GB W7P | HEWLETT-PACKARD | B5N08UT#ABA | 2745728 | $ - | 0.0000% | $ - |
| 17 | NEC 2190UXP 21.3" DVI HA | NEC | LCD2190UXP-BK | 993067 | $ - | 0.0000% | $ - |
| 18 | APC SMRTUPS 1500VA USB/SER RM 2U | APC | SUA1500RM2U | 468489 | $ - | 0.0000% | $ - |
| 19 | ERGOTRON DUAL LCD STAND VERT <24" | ERGOTRON | 33-091-200 | 210326 | $ - | 0.0000% | $ - |
| 20 | APC UPS NETWORK MANAGEMENT CARD 2 | APC | AP9631 | 1745320 | $ - | 0.0000% | $ - |
| 21 | CRUCIAL 1GB DDR2 PC5300 240PIN DIMM | CRUCIAL TECHNOLOGY | CT12864AA667 | 727405 | $ - | 0.0000% | $ - |
| 22 | TRIPP ISOBAR SURGE 4 OUTLET 6FT CORD | TRIPP LITE | ISOBAR4ULTRA | 024586 | $ - | 0.0000% | $ - |
| 23 | APC SMART UPS 2200VA RM/TWR | APC | SUA2200XL-NETPKG | 1594908 | $ - | 0.0000% | $ - |
| 24 | TRENDNET 10/100TX-100FX FIB CONVERT | TRENDWARE INTERNATIONAL | TFC-110S15I | 1563443 | $ - | 0.0000% | $ - |
| 25 | IBM LTO4 ULTRIUM 4 BAR CODE LABELED | IBM | 95P4437 | 1319661 | $ - | 0.0000% | $ - |
| 26 | STARTECH 6IN USB EXTENSION CABLE | STARTECH COM | USBEXTAA6IN | 1057465 | $ - | 0.0000% | $ - |
| 27 | RSA SID700 60SEC 3YR 50 PACK | RSA SECURITY | SID700-6-60-36-50 | 1035736 | $ - | 0.0000% | $ - |
| 28 | LANTRONIX EDS8PR 8PT TRMNL SRVR | LANTRONIX | EDS00812N-01 | 1183723 | $ - | 0.0000% | $ - |
| 29 | APC SMART UPS 1500VA 120V 8 OUT TWR | APC | SUA1500 | 323633 | $ - | 0.0000% | $ - |
| | **GRAND TOTAL** | | | | | | **$ -** |

ATTACHMENT B

**Requirements for National Cooperative Contract**
**To be Administered by**
**National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

## 1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Informational Technology Solutions. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

### 1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, email, presentations)
B. Website support
C. Trade shows/conferences/meetings
D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 1.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately $100,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

### 2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

**2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

**3.1 Company**

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

**3.2 Distribution, Logistics**

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.

**3.3 Marketing and Sales**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications within first 10 days
   ii. Announcement, contract details and contact information published on the company website within first 30 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
   viii. Dedicated National IPA internet web-based homepage with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate

iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

   $_____.00 in year one
   $_____.00 in year two
   $_____.00 in year three

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
   i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
   ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

# NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

## RECITALS

**WHEREAS**, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of _____ (herein "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

## DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

## TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

## TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

## NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

EXAMPLE

days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

## MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of

EXAMPLE

the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit E. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

## GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

EXAMPLE

A. National Intergovernmental Purchasing Alliance Company
National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

| Authorized Signature, Supplier | NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY |
|---|---|
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Date | Date |

EXAMPLE

# MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

## RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.

5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

EXAMPLE

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

# PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**
**EXHIBIT E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**
(to be submitted electronically in Microsoft Excel format)

## National IPA Contract Sales Monthly Report

**Supplier Name:**

**Contract Sales Report Month:**

| Participating Agency Name | City | State | Zip Code | Participating Agency # {Assigned by National IPA and provided to Supplier} | Contract Sales for Month ($) | Admin Fee % | Admin Fee $ |
|---|---|---|---|---|---|---|---|
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Report Totals _____ _____

Cumulative Contract Sales _____

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**
**EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| | | | | |
|---|---|---|---|---|
| State of Alabama* | State of Hawaii | State of Massachusetts | State of New Mexico | State of South Dakota |
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma* | State of Virginia |
| State of Connecticut | State of Kentucky | State of Nebraska | State of Oregon | State of Washington |
| State of Delaware | State of Louisiana | State of Nevada | State of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | | | | |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and http://www.usa.gov/Agencies/Local.shtml

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages and Boroughs including but not limited to:**
BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR

CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON

**Counties and Parishes including but not limited to:**
ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA

SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

**Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:**

BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT TAMMANY FIRE DISTRICT 4, LA
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST. NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTNOMAH EDUCATION SERVICE DISTRICT

MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

**Higher Education**

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE

LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY

**State Agencies**

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT. OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT. OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER

SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY

# Tab Four

## A. Method of Approach

## Response to National IPA Cooperative Contract

CDW·G® PEOPLE WHO GET IT

# A. Method of Approach

## Response to National IPA Cooperative Contract

1. Provide a response to the national program.

A. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

## 3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

### 3.1 Company

A. Brief history and description of your company.

Founded in 1984, CDW is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW Corporation, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and blanketed in the field with our field account executives. Account Teams are further segmented by agency type, education (K12/High Ed) or government, which allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the U.S., currently carrying more than 100,000 name-brand technology products from over 1,000 leading IT manufacturers. Our two state – of – the – art distribution centers are capable of handling 141,000 shipments daily, out of a combined area of almost one square mile. We utilize a just-in-time inventory system to ensure we have the products in stock and ready to ship, and send them out to our customers with a 99.7% shipping accuracy.

We launched our e-commerce website in 1995, as an additional avenue to service our customers. In May 2012, CDW•G was ranked No. 10 on the list of America's largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide for the third consecutive year.

Though our selection of product is very wide, CDW•G delivers more than just product; we also deliver IT solutions. We offer a full spectrum of technology services including cloud computing, consulting, system configurations, implementation, and training. CDW•G designs and implements complete business solutions that address a full range of complex issues including, but not limited to Business Continuity, Infrastructure Optimization, Networking, Security Management, and Unified Communications.

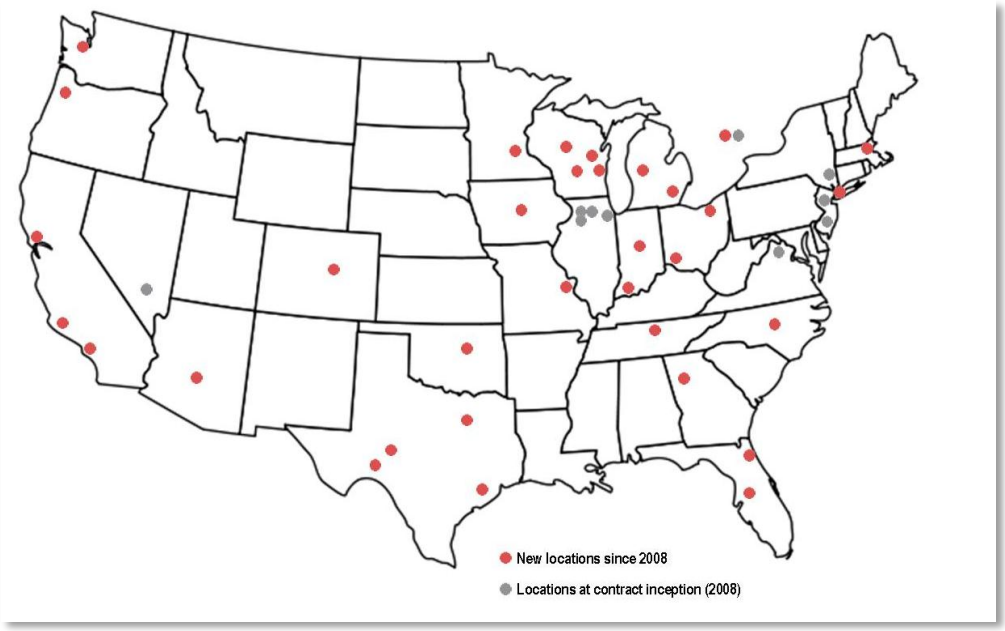
Our intricate offering coupled with our customer-centric business model, is the reason for our success. A testament to this success is our continued upward sales trend, combined sales of products and services to both public agencies and commercial business totaled over ten billion dollars in 2012.

B. Total number and location of sales persons employed by your company.

CDW•G currently employs more than 1,360 coworkers, part of our larger organization of 6,900 employees nationwide and in Canada, with 43 different locations. More than 840 of our CDW•G dedicated sales force are Account Managers, in addition to 65 Field Account Executives placed throughout communities across the nation.

C. Number and location of support centers (if applicable)

When CDW•G was awarded the City's contract in 2008 we had offices in five states and Canada. Since this time, we have drastically expanded our location portfolio across 20 additional states, and have added second/multiple offices in a number of our original five states and Canada. Currently, we have 43 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.




**Impressive Growth.** CDW•G locations span across 25 different states, nationwide

D. Annual sales for the three previous fiscal years.

Below you can see evidence of CDW Corporation's sales growth, and our growth on the contract as well. You will note that since the recession of 2009, CDW•G consistently drives compounding growth in both areas, and anticipates these upward trends to continue. Also notable, the growth rates of National IPA exceeding the standard rate for CDW•G, verifying our good faith effort to promote the contract within our existing client base.

| Explosive Sales Growth | | | | | | |
|---|---|---|---|---|---|---|
| Year | Annual Revenues | | | YOY Growth | | |
| | National IPA ($ Millions) | CDW•G ($ Billions) | CDW ($ Billions) | National IPA | CDW•G | CDW |
| 2009 | 21.7 | 3 | 7.2 | 443% | 3.5% | -11.1% |
| 2010 | 44.1 | 3.6 | 8.8 | 103% | 20.0% | 22.2% |
| 2011 | 83.3 | 3.8 | 9.6 | 89% | 5.6% | 9.1% |
| 2012 | 99.4 | 4.0 | 10.1 | 19% | 7.1% | 5.5% |

E. Submit your FEIN and Dunn & Bradstreet report.

CDW•G FEIN: 36-4230110
Dun & Bradstreet numbers:

| | |
|---|---|
| CDW Corporation | 107627952 |
| CDW Government, Inc. | 026157235 |

We include our reports in a separate, confidential file.

## 3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

We have access to more than 100,000 brand-name products from over 1,000 leading manufacturers. We carry over $200 million in inventory, and ship most in-stock products the same day they are ordered. The result is that contract purchasers receive a shipment from CDW•G in just ***3-5 days,*** far surpassing our competitor's capabilities.

**Unmatchable Ship Times.** Customers receive orders in just 3-5 days with CDW•G.

In order to provide contract members with new technology as it becomes available, it is important for CDW•G to keep a large breadth of products and fresh inventory on hand. We constantly monitor trends within the IT industry to ensure that we are offering our customers the latest technology and "best of breed" solutions. Using a just-in-time inventory management system, our purchasing department excels at keeping a one- to four-week supply of products in our distribution centers (depending on current sales volume trends for each product). Overall, our inventory turns an impressive 24-26 times per year.

The distribution centers' automated system scans bar-code labels on each product, pick list, and shipping label, resulting in increased delivery speed and accuracy. Some of our smaller items require coworker assembly; "Ready Ship" products (items that ship in their original carton) move through the system even faster. Once the order shipment is ready for loading, a final scan determines the correct truck (for instance, FedEx overnight) and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds.

In fact, nearly every step of CDW•G's distribution process is automated and ISO 9001:2000 quality certified. Combined with experienced administration in our Program Management, warehouse, and financial departments, these systems are essential in providing the efficient service needed to keep pace with the volume we experience, as we ship up to 54,000 boxes daily. Contract members benefit from these automations through lower prices and faster service.

CDW•G's strategic relationships with industry leading original equipment manufacturer (OEM) technology partners, such as HP, Cisco, Lenovo, and Apple, means not just product discounts, but greater access to products and a more efficient procurement processes.

CDW•G's status as the largest partner of many of our manufactures influences our OEM partners, resulting in direct benefits to our customers. We receive timely notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. Many times when CDW•G receives notification of an upcoming stock outage, we utilize our distribution centers' large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

CDW•G believes another important step in successful order fulfillment is utilizing shipping partners that are as focused on customer service excellence as we are. As one of the largest direct marketing resellers in the U.S., CDW•G has positioned ourselves very closely with the major carriers, in order to provide a wide range of delivery options to meet our customers' varying needs. We ship the majority of our products via UPS and FedEx, due to their extensive service capabilities, excellent record for on-time delivery and competitive pricing. In fact, both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truckload (TL) and less than truckload (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

**Large Inventory Capabilities.** Two warehouses shipping 135,000 units daily

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. However, each distribution center serves

as backup for the other. They receive inventory valued at about $21.0 million per day, or between 78 to 80 truckloads a day, processing a combined average of 135,000 units daily. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors. Like our OEM partners, they send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Further, our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

D. State any return and restocking policy and fees, if applicable, associated with returns.

CDW•G offers a 30-day return policy on most products sold. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. For our complete return policy, please see Tab 10, Appendix of this response. Customers may also obtain additional information by contacting their Account Manager or CDW customer relations at 866.SVC.4CDW, returns@cdw.com.

## 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

I. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

**David Hutchins**, CDW•G's VP of State Sales, is an executive sponsor of the City's contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide contract users even deeper discounts than the established contractual rates. ***This includes the HP discount, negotiated by CDW•G for the benefit of National IPA members utilizing the City's contract,*** as detailed further in our price offering.

**Tara Barbieri**, CDW•G's Director of Contracts, is also an executive sponsor for the contract. She has endorsed and sponsored this contract since the inception in 2008, and shall continue this role upon award. In her position, she is dedicated exclusively to our company's contractual sales, and leads with the knowledge and experience in cooperative purchasing contracts.

CDW•G already holds a myriad of public agreements, some with mandatory use requirements within individual states. We cannot agree to market the City's contract as our *primary public sector go-to-market strategy*; however, we have included an appropriate marketing plan and pledge to continue focusing on the contract's success and awareness. We believe this pledge should not be viewed lightly, as with our support, this contract's spend has surpassed the City's initial $25 Million yearly projection ***four fold*** under CDW•G's management. In fact, this rate even exceeds our own growth as a company.

**Rapid Growth.** Three of 2012 Quarters reached higher sales than the *yearly* projections set in 2008

CDW•G takes our commitments very seriously, we do not mince words with our partners, and Tucson is our partner in delivering on the accompanying National IPA Agreement. We anticipate some respondents may gloss over this section's requirement, giving the impression they will dedicate themselves solely to the success of this contract when in fact they too hold a number of contracts, including contracts with similar requirements such as this. A simple internet search returns the following contracts for responding vendors.

| Dell | Insight | Tech Depot | WWT | GovConnection |
|---|---|---|---|---|
| National Cooperative Purchasing Alliance (NCPA) | US Communities | US Communities | Michigan Master Computing Contract (MMCC) | Educational & Institutional Cooperative Purchasing (E&I) |
| Western States Contracting Alliance (WSCA) | Texas DIR DBITS | The Cooperative Purchasing Network (TCPN) | State of MO PC Prime Vendor Contract | The Cooperative Purchasing Network (TCPN) |
| Midwestern Higher Ed Compact (MHEC) | CA CMAS | NY State Consortium of Independent Schools (NYSAIS) | SEWP | National Cooperative Purchasing Alliance (NCPA) |
| Public Sourcing Solutions (PSS) | Wisconsin Intel Computer Hardware Contract | MiCTA | ITES-2H | TIPS/TAPS |
| Tri-County Communications Cooperative (TCC) | State of MO WSCA Software | Resource Training & Solutions Cooperative | SPAWAR (2) | Public Sourcing Solutions (PSS) |

We will not belabor the point throughout our response as this theme of "primary" offering is repeated in several questions, we will simply detail our response with precisely the commitment that CDW•G makes to the City and by extension, National IPA for each question. You can be confident we will deliver on those promises.

II. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

CDW•G will exceed this requirement. Our Public Sector Account Managers are actively marketing the contract to their customers (presently tracking over $74.38 million in potential opportunities under the National IPA pipeline) and are very familiar with the nuances of the contract. This is an enormous benefit to the City, National IPA, and the immediate momentum of the new contract.

With CDW•G, there is no need to start from scratch, familiarizing a completely new management team and educating a new group of Account Managers to a foreign contract. Even after training is complete, other vendors are likely to experience a period of growing pains as they acclimate their sales staff to the offering. This ramp-up time will undoubtedly have a negative effect on contract sales. As National IPA and the City are aware, this is often the case with new contracts. The current contract saw success atypical of most, quickly achieving 4 million dollars in purchases within the first

four months from inception. We believe this success was due in large part to CDW•G's experience in managing contracts, and the City's commitment to sound procurement practices. The contract is now supporting close to ***five times*** its 2009 purchases (the first full year of the contract). While we would not expect sales to dip to the original 2009 numbers with a new vendor, we believe CDW•G is uniquely positioned to deliver growth over $99 million in 2013.

With CDW•G, all aspects of transitioning to the new contract will be seamless. The City and National IPA does not have to worry about member confusion or orders lost during training and setup time. Instead, business continues as usual and training time is used as a refresher, providing contract updates and focusing on strategies to increase business.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

I. Creation and distribution of a co-branded press release to trade publications within first 10 days

CDW•G's Marketing contact will work with National IPA to create and distribute this announcement at the transition of the new award.

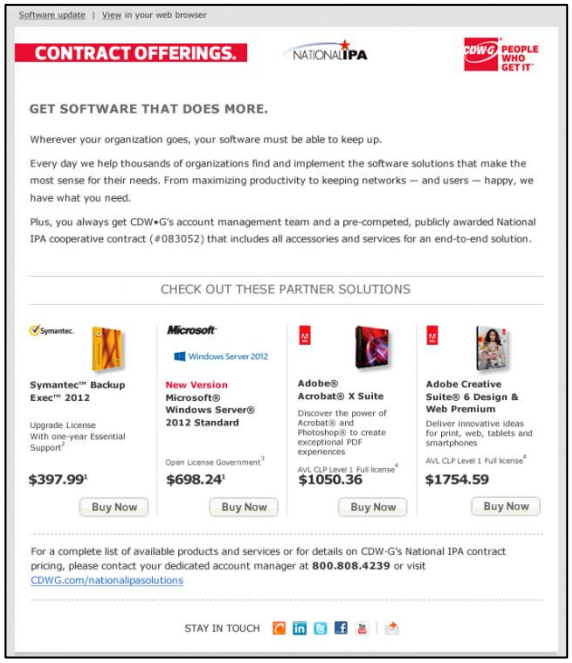
II. Announcement, contract details and contact information published on the company website within first 30 days

CDW•G will exceed this requirement. As this site is presently live for the current contract, CDW•G can reload the new contract pricing within a matter of minutes and will have our website operational on the **1st day** of the new contract. In fact, should the City decide to continue your partnership with CDW•G for this contract, we propose to amend the current contract with the newly agreed upon contract rates, giving purchasers access to additional savings months in advance of the award date, and during the May-June flurry of buying activity.

III. Design, publication and distribution of co-branded marketing materials within first 90 days

CDW•G already has much of this material. We are pleased to perform updates to the material and shall accomplish this well within the 90-day time frame. We propose a marketing strategy meeting with National IPA to discuss a refreshed approach and specific goals/targets for the new contract. CDW•G is eager to share our current marketing processes for the contract, including our quarterly "Plays" aimed at increasing contract awareness; our SharePoint site, giving account teams easy access to marketing strategy and materials; and our monthly email campaigns to all National IPA members.

Additionally, we look forward to discussing our ideas to gain contract awareness, with increased focus in the K12 sector and our top OEM partners.




**Blended Marketing.** Pairing marketing material with live – touch campaigns.

IV. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

In 2013 CDW•G's schedule includes over 100 regional and nearly as many national events. In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We shall continue this practice new agreement as well. For 2013, we are already committed to attend NIGP events, NASPO, and the National IPA Partner Summit.

Additionally, we are such a committed vendor; we are willing to share our best practices with other non-competing National IPA vendors. Sales Manager Pat O'Brien has agreed to share some of these practices with other National IPA vendors at the Partner Summit, helping increase the success of all National IPA's contracts.

V. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

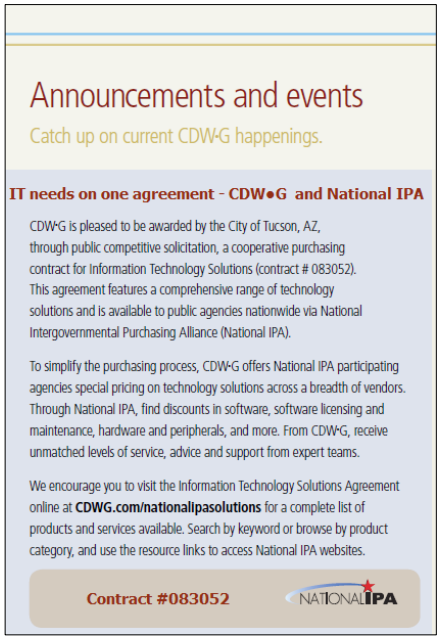
CDW•G has enjoyed participating in the NIGP Annual Forum and will continue to do so. We believe in the theme "Better Together" and look forward to sharing our best practices with other National IPA vendors.

VI. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G advertises the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites, while continuing to penetrate the market with a live-touch approach.

VII. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

CDW•G continues to market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with National IPA to develop our marketing strategies even further.


Announcements and events

Catch up on current CDW·G happenings.

**IT needs on one agreement - CDW•G and National IPA**

CDW·G is pleased to be awarded by the City of Tucson, AZ, through public competitive solicitation, a cooperative purchasing contract for Information Technology Solutions (contract # 083052). This agreement features a comprehensive range of technology solutions and is available to public agencies nationwide via National Intergovernmental Purchasing Alliance (National IPA).

To simplify the purchasing process, CDW·G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. Through National IPA, find discounts in software, software licensing and maintenance, hardware and peripherals, and more. From CDW·G, receive unmatched levels of service, advice and support from expert teams.

We encourage you to visit the Information Technology Solutions Agreement online at **CDWG.com/nationalipasolutions** for a complete list of products and services available. Search by keyword or browse by product category, and use the resource links to access National IPA websites.

**Contract #083052** NATIONAL IPA

**High Visibility.** Spreading awareness through a variety of publications.

VIII. Dedicated National IPA internet web-based homepage with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's online registration page;
- A dedicated toll free number and email address for National IPA

CDW•G exceeds this requirement, as our current National IPA Premium Page, www.cdwg.com/nationalipasolutions presently includes these elements. The page includes the National IPA logo and a description of the contract, with multiple direct links to National IPA's Home Page and Registration Page. We provide members with categories that mirror the contract, easily allowing them to locate the product or service they are looking for. We include "featured products" highlighting solutions that we select for their excellent value or popularity among purchasers.

Additionally, we not only have a toll-free number and address for National IPA members, and feature a dedicated Account Team included on the website, which highlights when they are available for customers. In conjunction with National IPA, we will continue to develop this site, increasing functionalities and promotion of the contract.

Hi, **Log On** | 800-808-4239 | Cart (0)

Search for...

## Information Technology Solutions Agreement

Publicly solicited and awarded by City of Tucson, Arizona and offered nationally through National IPA. Welcome to the National Intergovern[illegible] Purchasing Alliance Information Technology Solutions Agreement Website. This agreement (Contract #083052) is a result of a competi[illegible] solicitation by the City of Tucson and awarded to CDW-G.

This agreement offers discounts in software, software licensing & maintenance, hardware and peripherals. Agencies may become participa[illegible]ts of National IPA via their website at www.nationalipa.org National IPA is a cooperative purchasing program offered to public agencies and agencies for public benefit. It is an optional program with no minimum purchase requirements and no fees.

Logo and Contract Description

### FEATURED PRODUCTS

**HP ProBook 4540s - 15.6" - Core i3 3110M - Windows 8 Pro / Windows 7 Profes**
Core i3 3110M / 2.4 GHz - Windows 8 Pro / Windows 7 Professional 64-bit downgrade - pre-installed: Windows 7 - 4 GB RAM - 500 GB HDD - DVD SuperMulti - 15.6" HD anti-glare wide 1366 x 768 / HD - Intel HD Graphics 4000 - brushed aluminum - Smart Buy
National IPA Technology Solutions $558.59
Add to Cart

**Adobe Acrobat XI Pro - ( v. 11 ) - license**
( v. 11 ) - license - 1 user - GOV - TLP - level 1 ( 1+ ) - Win, Mac - 450 points - Universal English
National IPA Technology Solutions $352.19
Add to Cart

**HP Compaq LA2205wg 22" Wide LCD**
Widescreen, 22 in LCD Monitor, 1000:1 contrast ratio, 1680 x 1050 max resolution, 5 ms response time, Pivot (rotation) adjustment, Height adjustment, Tilt adjustment, Swivel adjustment, VGA (HD-15) interface, DVI interface, DisplayPort interface, 3 year warranty
National IPA Technology Solutions $184.25
Add to Cart

**Lenovo ThinkPad X230 2320 - 12.5" - Core i5 3210M - Windows 8 Pro 64-bit /**
Core i5 3210M / 2.5 GHz - Windows 8 Pro 64-bit / Windows 7 Professional 64-bit downgrade - pre-installed: Windows 7 - 4 GB RAM - 500 GB HDD - 12.5" wide 1366 x 768 / HD - Intel HD Graphics 4000 - 3G upgradable - TopSeller
National IPA Technology Solutions $1,026.42
Add to Cart

**Cisco Unified IP Phone 7942G**
IP Phone 7942G
National IPA Technology Solutions $334.55
Add to Cart

**Xerox DocuMate 3220 Document Scanner**
Hi-Speed USB, Document scanner, 23 ppm max scan speed B/W, 12 ppm max scan speed color, 600 dpi max H-optical resolution, 1 year warranty
National IPA Technology Solutions $272.40
Add to Cart

### CONTRACTS

**Search within your contracts:** Search

| | |
|---|---|
| Cables (16642) | Networking Products (19839) |
| Computer Accessories (9460) | Office Equipment & Supplies (4844) |
| Computers (5627) | Power, Cooling & Racks (11067) |
| Data Storage Products (10573) | Printers, Scanners & Print Supplies (15619) |
| Electronics (4394) | Servers & Server Management (2688) |
| Memory (2760) | Services (40929) |
| Monitors & Projectors (5776) | Software (113770) |

Summary of Products and Pricing

### LINKS OF INTEREST

- National IPA Home Page
- Participate in National IPA
- Contract Documents
- Marketing Material

Link to Register, Contract, RFP, and Marketing Materials

### CONTACTS

**Derrick Graff - In**
**Account Manager**
Phone: (866) 339-7079
Email

**Pat O'brien - In**
**Sales Manager**
Phone: (877) 898-2997
Email

**Wilson Garcia - In**
**Program Manager - Sales**
Phone: (877) 325-8223
Email

Dedicated Contacts with toll free number and email

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C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

CDW•G prides itself on keeping the commitments we make to every one of our customers and partners. As the City and National IPA are both well aware, CDW•G currently holds a significant number of cooperative purchasing contracts including National Intergovernmental Purchasing Agency (National IPA) such as, Association of Educational Purchasing Agencies (AEPA), National Joint Powers Alliance (NJPA), and The Cooperative Purchasing Network (TCPN). CDW•G is solutions focused; just as we are vendor agnostic and provide consultation assist the client to choose the best laptop to meet their needs, we provide benefits of the program, and allow the customer to select the contract best suited for their specific procurement needs. Therefore, for all of our national contracts, we have maintained transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings.

We have transitioned a number of customers and their solicitation opportunities to this contract, in the form of piggyback contracts. Some of these customers include the City of Phoenix, City of Atlanta, University of Colorado, and DeKalb County. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

National IPA has several CDW•G logos at their disposal under our general guidelines for intended use, they are included here for ease of evaluation.

# Logos & Guidelines

CDW welcomes customers, media and other entities to use our corporate logo, as needed. The core component of CDW's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

**Logo Usage Guidelines**

When using the CDW logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.
3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW or its products or services in any way.
4. You may not display the logo(s) on any website that disparages CDW or its products or services, infringes any CDW intellectual property or other rights, or violates any law or regulation.
5. No other logo or design element should appear within 0.5 inches of the CDW logo.
6. You may not frame or alter the CDW website in any way.

7. At CDW's direction, you will immediately remove the logo(s).
8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW.
9. CDW disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW from and against any and all claims and liabilities arising out of your use of the logo(s).

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   I. Master Agreement was competitively solicited by a Principal Procurement Agency
   II. Best government pricing
   III. No cost to participate
   IV. Non-exclusive contract

We are happy to update our current National IPA flyer with the new contract information. We would like to further discuss the inclusion of II and IV, and will revise our marketing pieces to include mutually agreeable message that best represents the value of the contract.

# ALL YOUR I.T. NEEDS ON ONE AGREEMENT

From people who get it – CDW·G and National IPA.

CDW·G and National IPA offer a competitively solicited and awarded cooperative purchasing agreement for Information Technology Solutions. Awarded by the City of Tucson, Ariz., this agreement features a comprehensive range of technology solutions including:

- Systems
- Input Devices
- Printers
- Projectors
- Storage Devices
- Network Equipment
- Software
- Software Licensing
- Media Supplies
- Services

To simplify the purchasing process, CDW·G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. CDW·G also brings unmatched levels of service, advice and support from expert team. Visit CDWG.com/nationalipasolutions for a complete list of products and services available. To simplify your purchase, search by keyword or browse by product category and use the resource links to access other valuable information.

## Information Technology Solutions Contract # 083052

The National IPA contract portfolio, including the CDW·G agreement, is available to public agencies, educational institutions and agencies for public benefit. There is no fee to participate and no minimum purchase requirements. Register at nationalipa.org. Let National IPA and CDW·G solve your resource problems and technology requirements with one agreement.

**For more information, contact your CDW·G account manager or National IPA representative today.**

**800.808.4239 | CDWG.com/nationalipasolutions**

NATIONAL IPA

CDW·G PEOPLE WHO GET IT™

98398

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   I. Key features of Master Agreement
   II. Working knowledge of the solicitation process
   III. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

As noted above, CDW•G's sales force training shall include contract updates, which incorporates the requirements listed. We provide our current contract training slide deck in Tab 10, appendix.

G. Provide contact information for the person(s), who will be responsible for:
   I. Marketing
   II. Sales
   III. Sales Support
   IV. Financial Reporting
   V. Contracts

CDW•G provides familiar faces for contract support, each of them subject matter experts in the noted areas of the City's contract.

**Marketing**

**Denise Cushaney**
Sr. Manager – Segment Marketing

denicus@cdw.com

**Sales & Support**

**Pat O'Brien**
Sales Manager

patobri@cdwg.com

**Financial Reporting**

**Wilson Garcia**
Program Manager

wilsgar@cdw.com

**Contracts**

**Tara Barbieri**
Director, Program Sales

tara@cdwg.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

We structure our sales force on the philosophy that everything we do revolves around our customer. In order to completely support our customers, CDW•G feels it is our duty to provide one connection to all of their IT solution needs. This one connection is the customer's Account Manager. Much like our customer-centric mindset, we focus on providing our Account Managers 360 degrees of expertise, so each National IPA member knows that there are many authorities at play in providing the customer service they are accustomed to with CDW•G.

CDW•G currently provides our customers with over 840 Account Managers, each supporting customers in a specific region and industry, and serving only customers exclusively within their assigned boundaries. CDW•G divides our Account Teams by the following segments:

- State and Local Government
- K-12 Education
- Higher Education
- Federal Government
- Healthcare

Pairing this structure with regionalization leads to an Account Manager fully vested in their customers and giving them the ability to provide industry and region insight and facilitate relationships with local vendors, developing a higher level of specialization for their customers' unique needs.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

**Implement:** CDW•G is eager to continue working with the National IPA team to develop the national program. We have joined forces for customer presentations, such as with the Illinois Community College System Foundation, San Mateo County, and the City of New York, among others. We will continue collaborating and remaining in the sights of our customers. Additionally, we will continue keeping Account Managers engaged and trained. State and Local Sales VP David Hutchins and Sales Manager Pat O'Brien will continue working with National IPA to develop strategies to implement best practices with our CDW•G Account Managers, such as our successful Play campaign.

**Grow:** We look forward to increasing our market presence with National IPA for the next contract. While we believe we have had great success with the contract, we realize there is always room for improvement. We would like to expand our collaboration efforts with the National IPA team, such as increasing our presence at customer sites. Moreover, we believe there is potential for an increase in efforts to drive potential opportunities by ensuring our front line, CDW•G Account Managers, continue to work in cadence with the National IPA team. Finally, we know that sharing best practices benefits everyone, and happily agree to help grow National IPA's national portfolio by sharing some of our best practices with other vendors at the National IPA partner summit.

**Service:** We shall continue providing a fully engaged and enthusiastic team to service this contract. Program Manager Wilson Garcia will continue providing detailed reports and Quarterly Business Reviews. These allow CDW•G and National IPA to define potential areas of growth to continue to increase sales on the City's contract, such we did with the K12 market. Sr. Segment Marketing Manager Denise Cushaney will continue working with the National IPA team and the City to develop custom marketing pieces and marketing initiatives to increase contract visibility. David Hutchins will continue collaborate to develop ways to drive the business by leading account teams and negotiating with manufacturers.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, etc.

Since CDW•G is the incumbent of this contract, we expect our management strategy varies greatly from that of any other potential awardee. Working with the City and National IPA for five years, we have already uncovered and resolved roadblocks to the mutual satisfaction of all contract stakeholders; tackled the typical growing pains associated with a new contract; and fine-tuned the contract management process. Examples of this problem resolution include adding and implementing services rates to the

contract and adding nonprofit agencies to the contract user group. This familiarity allows us to improve upon processes where other vendors would be starting from scratch.

As detailed previously, we continue to participate and collaborate marketing efforts. CDW•G's marketing and sales coordination includes more than just glossy marketing flyers. We know customers are more likely to respond to live contact, and therefore focus our marketing campaign on this mindset, complimented by publications and advertisement. We work with our partners to keep our account managers trained on our available contracts. For this contract, we pair internal training with that provided by National IPA, such as teaching Account Managers how to enroll customers and pointing out the contract documents allowing customers to ensure compliance with their procurement regulations. Often, when a CDW•G customer utilizes the City's contract, it is a direct result of their Account Manager informing them of the benefits of the agreement.

Additionally, as part of our internal Sales Enablement drive, CDW•G initiated a quarterly "PLAY" campaign, which targets low spend member accounts. This campaign, is developed and maintained internally by a team of CDW•G leaders from sales enablement, product partner management, sales, business intelligence, and marketing. The program provides Account Managers insight to the specific contract benefits to their targeted customers. Information Account Managers are armed with includes an overview of the customer target; the contract details to discuss; a guide on how to create the conversation, including how to start the conversation, talking points, qualifying questions, and overcoming objectives; a product guide; supporting documents; and a contact list of subject matter experts and internal resources who can provide assistance.

The results for the City's contract are substantially higher than company average, as highlighted in the graph below from the November campaign. Account Managers see a 40% quote response rate, and 25% order response rate. This resulted in over $160,000 additional sales orders from this November campaign alone.

| Play | Plays Served | AM Utilization | Quote Response Rate | Qualified Quote Dollars | Total Quote Dollars | Order Response Rate | Qualified Order Dollars | Total Order Dollars |
|---|---|---|---|---|---|---|---|---|
| SLG: National IPA Contract Penetration | 560 | 84% | 40% | $656,385 | $656,385 | 25% | $160,428 | $160,428 |
| CDW Totals for November | 54,112 | 85% | 18% | $55,711,501 | $65,608,112 | 10% | $19,066,332 | $22,088,241 |

**Furthering Sales Reach.** Successful Play campaign increased contract sales over $160,000 in November alone.

In the same timeframe that Plays are scheduled to be initiated, customers receive complimentary marketing collateral such as direct mailers, whitepapers, email, and catalogs, related to the contract.

CDW•G also continues to effectively set up new customer accounts. Wilson Garcia, your dedicated Program Manager, adds new members to the contract typically within a week of receiving a new member

list from National IPA. Should a new member need immediate access to the contract, CDW•G Account Managers have been trained to request that the new member forward the confirmation they receive from National IPA. The Account Manager then provides this confirmation and the customer's CDW•G account number to Wilson, who immediately adds them to the system for contract access.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

CDW•G sales for 2012 totaled $4.02 Billion, an increase of 7.1% from the previous year. While we cannot provide the requested top 10 Public Agency customers, we provide the top customers from the current contract, based on spend since January 2011. We respect the privacy of our customers, and thus provided spend and contact information separately in a confidential file for those customers willing to be utilized as a reference.

**$4.02 Billion**
**2012 CDW•G Sales**

**Nationwide recognition.** Continued YOY sales increase, proof CDW•G is a recognized industry leader.

| Customer | Spend (in Millions) | Contact | Contact Info |
|---|---|---|---|
| Clark County, NV | | | |
| Hillsborough County, FL | | | |
| Orange County, CA | | | |
| Jacksonville, FL | | | |
| University of Arizona, AZ | **Provided separately in a confidential file** | | |
| Collier County, FL | | | |
| Lee County, FL | | | |
| Loyola University, IL | | | |
| Atlanta, GA | | | |
| Miami Dade County, FL | | | |

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

CDW•G accepts payment through:

- Credit Cards* (American Express, Diner's Club, Discover, MasterCard, Visa)
- Checks
- EDI
- EFT (Electronic Funds Transfer)
- Procurement Cards

*With a credit card order, CDW•G requires the credit card information at the time you place the order. Please note that we do not accept credit cards for term accounts.

CDW•G supports EFT formats including CTX, CPT and CCD. We can also send data as a CIF and CSV.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.
$_____.00 in year one
$_____.00 in year two
$_____.00 in year three.

CDW•G does not guarantee sales, but for comparison purposes, we project the following sales for the next three years on the City's contract, based on the present trajectory of the contract.

**$125.19 Million** in year one
**167.19 Million** in year two
**193.02 Million** in year three

**Commitment to Success.** CDW•G continues to drive contract sales, increasing YOY.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
   I. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
   II. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
   III. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
   Detail your strategies under these options when responding to a solicitation.

CDW•G currently practices both I and II of this requirement and shall continue to do so. As we treat the agreed-upon discounts as a "not-to-exceed" price, we frequently respond to solicitation with the contract while providing even deeper discounts. However, in a highly competitive market, this is not always possible. Occasionally a customer solicitation triggers lower OEM pricing, based on size of deal and commit to buy, the terms of sale and/or the current competitive initiatives of the manufacturer. In these cases, where the terms of the sale have been altered and we know responding with higher than the Master Agreement price will not lead to winning the business, we must offer the lower price that is not available on the Master Agreement. Following requirement III in these instances would be detrimental to the health of our company, and as a result, our ability to service the contract.

We pledge to continue working with manufacturer partners to negotiate even lower pricing for contract users, such as the contact exclusive HP pricing, offered only through CDW•G.

b. The successful offeror will be required to sign Attachment B, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.

CDW•G provides our proposed alternative language to the agreement in Tab Nine of this response.

# Tab Five

## A. Method of Approach

## (Continued)

CDW·G® PEOPLE WHO GET IT

# A. Method of Approach (Continued)

2. Provide a description of the product lines that can be provided by your firm.

When working directly with a manufacuter, customers often receive only the best of ***their*** product. These OEMs often couple their portfolio with a weak offering of other OEMs in an effort to drive more business to their products. CDW•G provides our customers the best of all manufacturers with a technology catalog that few can match. Our complex portfolio includes over 100,000 different products from more than 1,000 manufacturer partners. One of the many benefits of providing technology solutions with more than 1,000 leading brands is that it helps insulate us from events at any one company. Whereas a business-altering event such as the recent one at Dell can mean uncertainty for future contract success, our wide range of manufacture relationships ensures stability, even in the case of losing one of our top partners.

We are the largest direct reseller in channels in the US for many of our OEM partners including, HP, Cisco, Lenovo, Adobe, and Panasonic, among others. Our role in our partners success means that CDW•G can offer even more than a wide product offering, we provide our customers deeper discounts, newer technology, faster procurement, and a more multifaceted OEM support than any vendor that is merely authorized to sell these manufacturers' products.

**Balanced Approach.** We offer the best of industry, not just the best of one manufacturer.

For a more in-depth look into our catalog, we provide the City our Product line cards, presented by product category and manufacturer name on the following pages.

CDW•G recognizes we work in an industry that is ever changing, and realize the next product generation may come from a new vendor we do not currently have a relationship with. Therefore, we constantly review new brands to add to our offering. We evaluate not only the products but also our customers' needs and the operatiblity of the solution within our customers' current environments, keeping our customers on the leading edge without increasing risk.

2Wire
3Dconnexion
3Dlabs
3M
4XEM

## A

Absolute Software
Access Data
ACD Systems
Acer America
Acronis
Actiontec Electronics
ActivePDF
Adaptec
ADC Telecommunications
Addonics
Adesso
Adobe
ADS Technologies
ADTRAN
Advanced Media Services
Aec Software
AeroScout
Aiptek
Air Magnet
Aitech
Aladdin Knowledge Systems
Alcatel Internetworking
Alera Technologies
Alk Associates
Allied Telesyn
Alsoft Software
Altec Lansing
Altova
Aluratek
Amazon
Ambir Technology
AMD
American Microsystems
AMP Modems
AMPHENOL
Andrea Products
Antec
AOpen
APC
APG
Apple (government only)
Apricorn
APRIVA
APW Products
ARCHOS
Arista Networks
Array Networks
Artromick
Aruba Networks
ASUS
AT&T
Atek Electronics, Inc.
ATEN Technologies
Atlas Sound
Attachmate
ATTO Technology
Australian Monitor
Autodesk
Avaya
AVer Information
Avery Dennison
Avocent
Axiohm
Axiom
AXIS Communications

## B

Balt, Inc.
Barco
Bare Bones Software
Barracuda Networks
Barrister Global Services
Battery Biz
Battery Technology
Bay Dynamics
Belkin
Best Data Products
BlackBerry (RIM)
Black Box
Blue Coat
BlueSocket
Bogen
Brady Industries
Brenthaven
Bretford
Brocade
Brooktrout
Brother
Buffalo Technologies
BUSlink

## C

CA
Cables To Go
Caldera
Canary
Canon
Capella Technologies
Case Logic
Casio
Cbeyond
Celestix
Chatsworth Products, Inc.
Check Point Software
Cherry Keyboards
Chief Manufacturing
Ciena
Cisco Systems
Citizen America Corporation
Citrix Systems
ClearCube Technology
Clearone
Clearswift
Clickfree
CMS Peripherals
COBY
Cognitive Receipt Printers
Command Communications
Commscope
CommVault
Component One
Compsee
CompuCover
Comtrol
Contour Design
Corel Corporation

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Cortelco
Coyote Point
CP Technologies
Creative Labs
Crestron
Crown Supply, Inc.
Crucial Technology
Crystal Group
Cyber Acoustics
Cybernetics

## D

Dalite
Dameware
Danware
Data Domain
Data Dynamics
Datacard
Datalogic
Datamax
Datasouth
Datastor
Datavac
Datawatch
DeLorme
Deployment Partners
Diamond Multimedia
Digi International
Digital Networks
Digital Persona
Diskeeper Corporation
D-Link
Dot Hill Systems Corporation
Dr. Bott KG
Draper
Drobo
DS3 DataVaulting
DustShield Computer Enclosures
DyKnow
DYMO

## E

Eaton Corporation
EDGE Tech Corp.
EDP
Eeye Digital Security
Eicon Technology
EIZO Nanao
Electrovaya
Electro Voice
ELMO
Elo TouchSystems
Eltron Direct
Embarcadero Technologies
EMC Corporation
EmFast
Emulex
Encore Software
Energizer
Enfocus Software, Inc.
EnGenius
Enhance-Tech
Enovate
Enterasys Networks
Envoy Data
Epson
Equinox
Equisys Zetafax
Ergotron
Esker
EVGA
Exagrid
Express Metrix
Extensis
EXTREME NETWORKS

## F

f5 Networks
FalconStor
Fantom Drives
Fargo Electronics
FatPipe Networks
Fellowes
FileBound
FileMaker
Finisar
FireKing
First Mobile Technologies
Flexera Software
Fluke Networks
Fortinet
Fortres Grand Corp.
Fortress Technologies
Frontrange
Fuji Photo Products Division
FujiFilm
Fujitsu
Funk Software
Fusion-io

## G

Gamber Johnson
Garmin
GBC
Gefen
General Dynamics Itronix
Genovation
Getac
GFI Software
GigaByte
GlobalScape
GrandTec USA
Greenlee
GretagMacbeth
Griffin Technology
G-Tech
Gyration

## H

Haivision
Hardigg
Hauppauge
HAVIS
Hawking Technologies
Hayes
Helios Software
Hewlett-Packard (HP)
Hitachi
Hitachi Data Systems
Hitachi Global Storage Technologies
Honeywell Imaging & Mobility
Houghton Mifflin
HTC
Hubbell Premise Wiring
HumanConcepts
Humanscale
Hummingbird

## I

IBM
ID Technologies
Identix
Ideal Industrial Tool
Idera Software
iKey
Imation
IMC Networks
Imprivata
IMSI
Individual Software
Industrial Rack
InFocus
Informa Software
Infragistics
Innovation First
INNOVATIVE OFFICE
Inspiration Software
INSTALLS, Inc.
InstallShield
Intel
Intelligent Computer Solutions
Interlink Electronics
Intermec Technologies
International Thomson
Internet Security Systems
Intuit
I/O Corporation
I/Omagic
IOGEAR
Iomega
Ipswitch
IRIS, Inc.
IronKey
IronPort Systems
ISI Researchsoft

## J

Jabra
JACO
Jaton
Jelco
JetBrains
Jolly Giant Software
Juniper NETWORKS
JVC

## K

Kanguru Solutions
Kaspersky Lab
Kenneth Cole
Kensington
Kentrox
Kerio
Keyspan

# so you have more IT choices.

Key Tronic
Kingston Technology
KnowledgePoint
Kodak
Kofax
Konexx
Konica Minolta
Koss Corporation
Kramer Electronics

## L

Labtec Enterprises
LaCie
LANDesk Software
Lantronix
LapLink
Lead Tools Technologies
Leap Frog
Lenmar Enterprises
Lenovo
Leviton
Lexar Media
Lexis Nexis
Lexmark
LG Electronics
LG Ericsson
Liebert
LifeSize Communications
Lind Electronics
LINKSYS
Lite-On
Logic Controls
Logicube
Logitech
Lotus Development
LSI Logic
Lumension Security

## M

M&A
M-Audio
M86
Macally
MacMillan New Media
Magellan
MagTek
Man & Machine
Markzware
MathSoft
Matrox Video
Maxell Corporation
Mayline Group
McAfee
McData Corporation
MCK Communications
Media Sciences, Inc.
Memorex
MessageLabs
Metro Data Vac
MGE UPS
MicroBoards/Rimage
Micro Focus
Micro Innovations
Microsoft
MicroTouch Systems
MiddleAtlantic
MiLAN Technology
Miltope Corporation
MindJet
Minitab Software, Inc.
Minuteman
Mitsubishi
Mitsui Advanced Media
MMF Desk and Wall Signs
Mobility
Monarch
Monster Cable
Motion Computing
Motorola
MSI
Multi-Tech Systems
Myricom

## N

NComputing
NDS Surgical Imaging
NEC
NetApp
NetBotz
NETGEAR
NetManage
NetMotion
Netopia
NetScout
Network Automation, Inc.
Network Instruments
Network Partners
Nexicore
Nexsan Technologies
Nikon, Inc.
Nokia
Nomadix
Nova Dev Art Explosion
Novastor Corporation
Novell
Nuance Communications, Inc.
Numonics Corporation

## O

OGIO
OKI
Olympus America
Omnitron Systems
On Hold
Ontrack Software
Opticon
Optoma
Oracle/Sun
Ortronics/LeGrand
OtterBox
Overland/SNAP

## P

Packeteer
Paladin
Palm, Inc.
Panamax
Panasonic
Panda Software
Panduit
Pantone
Paragon Software
Parallels
Patton Electronics
PC Guardian
Peek
Peerless-AV
Pelican Mobile
Percon
Perle Systems
Pervasive Software
Pharos, Inc.
Philips
Pi Engineering
Pinnacle Systems
Pioneer
Pioneer New Media Technology
Planar
Planon
Plantronics
Plasmon IDE, Inc.
PNY Technologies
Polycom
PolyVision
PowerDsine
Premier Mounts
Primavera
Primera
Printek
Printlogic
Printronix
Prism Pointe Tech
Procom Technology
Progressive
ProITCo
Promethean
Promise Technology
Prosoft Engineering
Proxim
PSC, Inc.
Psiber Data Systems

## Q

QLogic
QNAP
Quantum
Quark Software
Quartet
Quest Software
Qwizdom

## R

Radian Technologies
RADWARE
Raritan
RATOC
Raxco Software
Red Hat
Retail Service Parts
Rhinotek
Ricoh Peripherals
Riverbed
RM
Roxio
RSA Security
Rubbermaid Medical
Ruckus Wireless

## S

Safco
Sage Software
Samsonite
Samsung
SanDisk
SANYO Projectors
SAP
Sato Thermal Printers
Scala
Scale Computing
ScanSource
SciQuest, Inc.
SCM Microsystems
SCM Microtech International
ScriptLogic
Seagate Technology
Seagull Scientific
Seal Shield
Secure Computing
Segovia
Seiko
Seneca Data
Sennheiser
Sensaphone
Sentinel Technologies, Inc.
Sentry Safes
Serena Software
ServiceNet
Sharp AQUOS
Sharp Electronics
ShoreTel
Shure, Inc.
Shuttle Comp Inter
Siemon
Sierra Wireless
SIIG
Silex
Singlewire
SKB Industrial
SlickEdit
SmartSource, Inc.
Smart Technologies
Socket Communications
Software Shelf International
SonicWALL
Sonnet Technologies
Sony
Sophos
Sorenson Media, Inc.
Specialty Products of Virginia
Spectra Logic
SpectraLink
Sprint Wireless
SPSS Software
Star Micronics
StarDot Technologies
StarTech.com
StorCase
Sunburst
Super Micro Computer, Inc.
Sybase
Sybex Publishing
Symantec
Symbol

## T

Taiyo Yuden
TalkSwitch
Tally Printers
Tandberg Data
Targus
TDK
TEAC America
TechSmith
Telex
TEST-UM
Texas Instruments
Texas Memory
TFE Technology
The SCO Group, Inc.
Thermaltake Technology
Thinprint
T-Mobile Cellular
TomTom
Topaz Systems
Toshiba
Total Defense
Total Micro Technologies
Transcend
Transition Networks
Trend Micro
Tripp Lite
TRIPWIRE
Troy Systems
Turtle
Tyan

## U

Ultimate Technology
Uniden
Unitech POS Scanners
Unotron
USRobotics
Utility Associates

## V

VanDyke Software
VantagePoint
Varonis
VectorWorks
Veeam Software
Verbatim
Verifone
Verisign
Vidar
Video Labs
ViewCast Osprey
ViewSonic
Village Tronic
Vircom, Inc.
Visioneer
Vision Solutions
VisionTek
Viziflex
Vizioncore
VMware

## W

Wacom
Wasp Barcode
WatchGuard
Wavelink
Webroot Software, Inc.
Websense
Webtrends Software
Wenger Swiss Gear
Western Digital
Western Telematic
West Point Products
WiebeTech
WildPackets
Wincomm
Winnov
Wireless Computing
Wiremold
Wolfram
Workshare
WRQ
WYSE Technology

## X

Xante
Xerox
XFX

## Z

Zebex
Zebra Technologies
Zoom



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# CDW·G delivers.

Partnerships with industry leaders allow us to deliver expertly designed solutions in the following product categories:

## Cables

Audio/Video Cable Products
FireWire Cables & Hubs
Miscellaneous Cables
Modem/Phone RJ-11 Cables
Network Cable Accessories
Networking Cables
Parallel & Serial Cables
SCSI/IDE/Floppy Cables
USB Cables & Hubs

## Computer Accessories

Computer Components
Digitizer Tablets & Accessories
Joysticks & Game Controllers
Keyboards & Keypads
Mice & Trackballs
Notebook Accessories
Notebook Carrying Cases & Accessories
Speakers (Computer)
Tools
Video Cards & Imaging
Webcams

## Computers

Blade PC
Desktop Computers
Notebook Computers
Point of Sale Computers
Thin Clients
Workstations

## Data Storage Products

CD, DVD & Blu-Ray Drives
Disc Duplicators
Drive Arrays
Floppy Disk Drives
Hard Drives
Interfaces/Controllers
Media & Accessories
Networked Attached Storage (NAS)
Storage Area Networking (SAN)
Tape Automation & Drives

## Electronics

2-Way Radios & Accessories
Audio/Stereo Equipment
Binoculars
Cell/Smart Phones & Accessories
Digital Cameras & Accessories
eReaders
GPS Devices & Accessories
Handheld Devices & Accessories
Headphones/Earphones & Accessories
Microphones & Accessories
MP3 Players & Accessories
Photographic Accessories
Speaker Systems & Accessories
Televisions & Video Equipment
Video Camcorders & Accessories

## Memory

Cache Memory
Desktop Memory
Flash Memory
Network Device Memory
Notebook Memory
Printer Memory
Server Memory

## Monitors & Projectors

CRT Monitors
Interactive Whiteboards & Accessories
LCD Large-Format Displays
LCD Monitors
Medical Displays & Accessories
Monitor, Display & TV Accessories
Plasma Displays
Projector Accessories
Projectors
Touchscreen Displays



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## Networking Products

Analog Telephones & Accessories
Communication Boards
IP Telephony
KVM Switches & Accessories
Modems
Network Interface Adapters (NIC)
Network Optimization Devices
Network Switches & Hubs
Network Test Equipment
PBX/Multiuser Telephony Systems
Rack Mounting Equipment
Routers
Security Hardware
Wireless Networking Products

## Office Equipment & Supplies

Books
Calculators & Accessories
Cleaning Supplies
Computer Security Locks
Furniture
Office Supplies
Paper Shredders & Accessories
Toys
Typewriters/Word Processors

## Power Protection & Accessories

Batteries
Power Adapters
Power Inverters
Surge Suppressors
UPS/Battery Backup Products
Printers, Scanners & Print Supplies
CD/DVD Media Printers
Copy Machines
Dot-Matrix Printers
FAX Machines

## Ink, Toner & Print Supplies

Inkjet Printers
Laser Printers
Multifunction Printers
Photo Printers
Print Servers
Printer Accessories
Printer Paper & Media
Scanners
Thermal Printers
Wide-Format Printers/Plotters

## Servers

Apple/Mac- Based Servers
RISC Servers
x86- Based Servers

## Software

Backup/Archive/Storage Software
Business Software
Database & Business Intelligence Software
Desktop/Web Publishing Software
Education Software
Management Software
Operating Systems
Reference Software
Security Software
Software Media Kits & Documentation
Unified Communication Software
Utility Software
Virtualization Software

## Services

**Advanced Technology services:** Continuity of Operations, Infrastructure Optimization, Network Optimization, Security Management, Unified Communications

**Product and Configuration services:** Configuration, Onsite Installation, Product Lifecycle Management

**Hosting services:** Cabinet Space, Network Connectivity, Data storage, Data Backup, Disaster Recovery, Hosted Enterprise Infrastructure services

**Managed services:** Network, Systems and Storage, Intrusion Prevention, Unified Communications

**Microsoft services:** Information Worker, Monitoring and Management, Online Services, Server and Security, Unified Communications

**Carrier services:** Wireline, Wireless

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### Visit each of our topic areas below for the latest information, videos, downloads and tools:

Continuity of Operations, Digital Signage, Infrastructure Optimization, Network Optimization, Security, Software Management, Unified Communications.

There is also a Resource Center with our most popular articles, white papers, and reference guides; along with featured webinars and podcasts. Go to CDWG.com for more.

### What you get from partnering with CDW•G:

- Work with an account team dedicated to knowing your organization and anticipating your needs
- Experience unmatched levels of service, advice and technical support
- Take advantage of around-the-clock access to customized online tools and resources
- Get the best technology for your organization — fast!



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3. Provide a description of the services that can be provided by your firm.

CDW *pioneered* the business model that melds personalized business – to – business technology distribution with advanced technology services. We provide our customers a deep services portfolio to pair with our immense product catalog. Our services strategy utilizes our own stable of 1,600 highly certified engineers staffed in 43 locations across the country, a national services traveling team, leading manufacturers' technicians, and local service providers. This structure offers the City of Tucson and qualified National IPA participants the best range of services in the industry. Our full scope of standard and specialized services includes:

**Wide service coverage.** Whether in an office or in the field, our engineers provide a local feel with nationwide experience.

Cloud Computing

CDW•G understands how important cloud computing is to our customer base, and are determined to lead the industry in mastering this complex and highly customizable service. Our internal cloud campaign is teaching our Account Managers how to assist their customers in determining the best – valued cloud option for their needs, while our technicians continue training to master the solution, and working with our manufacturer partners to expand our portfolio.

CDW•G offers a cafeteria-style set of cloud solutions. Our portfolio includes public, private, community, and hybrid deployment options. Our broad cloud offering currently includes over thirty different manufacturers, and we continue investigating other manufacturer solutions to add to this portfolio. Our cloud computing solutions; Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS), cater to the specific needs of the span of our entire customer makeup.

Over 20 different SaaS solutions allow our customers to access many of their applications via the cloud. With our IaaS solutions, or private cloud services, our customers can rely on CDW•G to expertly manage infrastructure, removing the need to deploy new data center equipment. Our five different PaaS solutions allow organizations to deploy acquired or custom applications without incurring a range of upfront and ongoing costs associated with the underlying infrastructure, including provisioning, maintenance, and management.

**Industry leaders in Cloud Solutions.** 30+ OEM cloud offerings, allowing CDW•G to provide a perfectly customized solution for every customer

Additionally, we provide four different types of managed services, supported by over 200 engineers and project managers. Hosting our customers' solutions since 1997, our offering now includes six different types hosting services in a data center makeup of five different enterprise - class data centers and two network operations centers.

Consulting/Analysis

Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions. CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their systems.

Technical Support

CDW•G's Staff Augmentation services offering includes assisting customers with onsite help desk and technical support services. This service provides skilled, temporary staffing to assist with IT challenges.

Leasing/Financing

CDW•G has a department dedicated solely to assisting our customers with their leasing needs. Much like our product offering, we take a vendor agnostic approach and focus on providing the best options in the industry, and not the latest solutions from a single provider. CDW•G's leasing team can work with the City to find the best leasing option that fits within the unique budget constraints the City may be experiencing.

Leasing allows the City to procure needed equipment now, so you do not have to wait years down the road when your budget allows a large- scale purchase. With leasing and financing, the City also has the ability to bundle costs. Therefore, if you are also working with outdated software, you can purchase it with your products, and even services, all in one fell swoop. Budgeting for leasing is easier than purchasing outright, as your monthly payments are agreed upon upfront. Finally, you can protect the City from advancing technology. With a lease, you can choose to add to your lease term; and once you choose to end the lease you often have the option between purchasing or returning the equipment.

Trade-ins

CDW•G coordinates with our manufacturer partners to provide trade-in services to our customers.

Repair

In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers:

- Acer
- Apple
- Fujitsu
- HP
- IBM
- Lenovo
- Service Net
- Sony
- Toshiba

*Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.*

Design

Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.

Configuration/System Configurations

While onsite configuration services are available, CDW•G often recommends our in-house configuration services. CDW•G builds preconfigured technology solutions in our two ISO 2008-certified configuration centers, so they arrive at their correct location(s) ready to plug and play. We have a 25,000-square-foot configuration center in our North Las Vegas distribution center and a 24,000-square-foot configuration center in our Vernon Hills, IL distribution center, including an 8,000-square-foot enclosed area for enterprise configurations. To complement this space, CDW•G has more than 150 configuration technicians, providing a spectrum of customized configuration services. In fact, we can complete 2,500 configurations in a 24-hour timeframe. Typical turnaround for most of CDW•G's configuration center services is 2 to 3 days, depending on the project.

CDW•G's configuration services include:

- Hardware and software installation and configuration
- Customized imaging
- Asset tagging, custom labeling, and laser etching
- Router/switch configuration
- Server rack configuration

Our configuration centers also perform image burn-ins, according to customer specifications. In an effort to reduce the number of items that fail after a short period of use, CDW•G offers a variety of burn-ins, available length of up to twelve hours. In a recent procurement opportunity, CDW•G's configuration center technicians completed an eight hour burn-in on a single order of 15,700 devices. Upon delivery at the customer's location, just three of these 15,700 devices experienced technical issues.

Implementation

Our national footprint is expansive, with over 600 engineers on staff in more than 15 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.

Training

CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focus on designing bullet- proof solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.

Maintenance

CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements (conterminous, break/fix, and retainer)

- Post-sale technical support
- Product and certification training
- Help desk services

Hardware/Software Installation

Our installation services encompass the following solutions. Installation services can include installing and deploying new systems; moving existing equipment; assessing systems and testing installed equipment; and advanced IT support. We also offer staging options, should a customer need to complete their installation in numerous rollouts.

- Client Computing Installation
- Data Center Installation
- Network Installation
- Security Installation
- Microsoft Configuration and Installation
- Microsoft Accelerators
- Visual Solutions Installation

System Testing

All of CDW•G service projects incorporates testing every aspect of the final solution, ensuring all acceptance criteria is met.

Upgrades

Many products offer a variety of system upgrades. Our dedicated Account Managers work with their customers to explain the benefits of each upgrade, and help determine if these upgrades would be a wise purchase for the customer's needs. The Account Manager then collaborates with CDW•G dedicated manufacturer partner specialists to incorporate the upgrades into the final product build. Additionally, CDW•G performs a number of upgrades, such as asset tagging and laser etching, in house in our configuration center.

**State of the art configuration center.** Our A+ certified imagining technicians and state of the art configuration center allow us to ship configured products in as little as 3-5 days.

Imaging

In addition to our configuration services, CDW•G performs imaging services in house in our configuration centers as well. Our A+ certified imaging technicians routinely image the following products:

- Laptops
- Desktops
- Workstations
- Flash Drives
- Servers
- Hard drives
- Apple products including iPods and iPads

Customers can provide their own image or CDW•G can create one for them. As with all services completed in our configuration centers, each piece of equipment goes through a comprehensive quality assurance check prior to shipping to ensure the unit is function properly. CDW•G also stores images on our secure server, completely isolated from other networks, and only accessible to a few authorized

individuals. Many times customers choose to have us store their images as it allows CDW•G to load custom configured images quickly on their machines.

4. Describe how your firm proposes to distribute the products/services nationwide.

As detailed previously in our response, we have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers. We carry over $200 million in inventory, and utilizing an ISO 9001:2000 quality certified distribution process, we ship most in-stock products the same day they are ordered. The result is that contract purchasers receive a shipment from CDW•G in just ***3-5 days,*** far surpassing our competitor's capabilities.

Specific to the City's distribution needs, we utilize our 513,000 square foot distribution center, located in neighboring Las Vegas, NV. This center operates Monday-Friday, from 2:00 am until 11:00 pm PST, shipping up to 17,000 boxes a day.

We provide the City services through our own engineers, or local service partners, dependent on the best value to the City of the project at hand. We add to our depth of local presence in the City's region with our Chandler, AZ office. This office not only provides over 200 local jobs, it allows CDW•G to provide an even more personal level of support to the City.

**Products Locally Held.** Our LV distribution center gets the City their products even faster than average timeframes.

5. Identify all other companies that will be involved in processing, handling or shipping the products/service to the Participating Agencies. Include any subsidiaries that may include product or service under the Contract.

CDW•G believes another important step in successful order fulfillment is utilizing shipping partners that are as focused on customer service excellence as we are. As one of the largest direct marketing resellers in the U.S., CDW•G has positioned ourselves very closely with the major carriers, in order to provide a wide range of delivery options to meet our customers' varying needs. We ship the majority of our products via UPS and FedEx, due to their extensive service capabilities, excellent record for on-time delivery and competitive pricing. In fact, both companies have employees on site at our warehouses. These individuals have a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

6. Provide the number, size and location of your firm's distribution facilities, warehouses and retail network as applicable.

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. However, each distribution center serves as backup for the other. They receive

about $21.0 million of inventory per day, or between 78 to 80 truckloads a day, processing a combined average of 135,000 units daily. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.

**Own Distribution Centers.** Our strategically placed distribution centers simplify the supply chain to customers and ships products faster.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors. Like our OEM partners, they send us daily EDI downloads, giving us visibility to inventory locations. Further, our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

7. State any return and restocking policy, and any fees, if applicable associated with returns.

CDW•G offers a 30-day return policy on most products. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. For our complete return policy, please see Tab 10 of this response. Customers may also obtain additional information by contacting their Account Manager or CDW customer relations at 866.SVC.4CDW, returns@cdw.com.

8. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

CDW•G mails invoices the day after the product(s) is shipped out of one of our distribution centers. Or, if a customer prefers an electronic invoice, they can request that invoices be sent via PDF instead. We send the PDF the same day that the system generates the invoice. When a product is drop-shipped from a vendor, CDW•G invoices the customer once we receive the invoice from the vendor. As an added convenience to our customers, they can also print copies of original invoices via their CDW•G Extranet. Our standard invoices include the information listed below.

- CDW•G remit to address
- Invoice date
- Invoice number
- PO number affiliated with invoice
- Payment due date
- Order date
- Shipping method
- CDW•G part number
- Description of product
- Quantity ordered/shipped
- Unit price (based off of pricing structure agreed to in the contract)
- Extended price
- Ship to address

All of the information pertaining to the customer's specific requirements is included on the invoice as well. CDW•G supports many EDI formats and can customize invoices to reflect customers' required data fields. For more information regarding our EDI capabilities, we encourage the City to visit www.cdwg.com/edi. At this time, CDW•G does not offer consolidated invoicing or consolidated billing.

9. Describe your delivery commitment:
   a. What is your fill rate guarantee?

CDW•G's same-day fill rate is between 97-99% for credit-approved orders and in-stock product, depending on the complexity of the order. Should an item be out of stock, it typically takes 2-10 days, after receipt of order, to receive the product (subject to availability). We receive timely notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. Many times when CDW•G receives notification of an upcoming stock outage, we utilize our distribution center's large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.

   b. What are your delivery days?

CDW•G's standard delivery is M-F excluding Thanksgiving, Christmas, and New Year's Day. Arrangements can be made based on need to fulfill orders on weekends and holidays for an additional fee. Customers should provide at least a 48-hour notice in order to allow time to properly set up any weekend or holiday deliveries.

   c. Do you offer next day delivery?

Yes, CDW•G can ship same day, overnight, 2nd day, 3rd day, and ground. An expedited freight charge may be added for this service.

   d. How do you facilitate emergency orders?

Whenever a contract member's order requires expediting, CDW•G treats it with priority. We direct all customers to contact their dedicated Account Manager if an emergency situation arises. They focus on placing the order and arranging for expedited delivery. Due to our very large inventory at our two distribution centers, we usually have the products in stock and available for immediate shipping.

   e. Are shipping charges exempt for ALL who use this contract?

Prices include lowest ground freight for shipments/packages less than 70 pounds within the 48 contiguous United States when referencing this Agreement. All orders are subject to Seller's standard shipping policies in effect at the time of order placement. In those instances that are larger than 70 pounds or call for express or overnight delivery, shipping costs will be pre-paid by Seller and added to the customer invoice.

   f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.

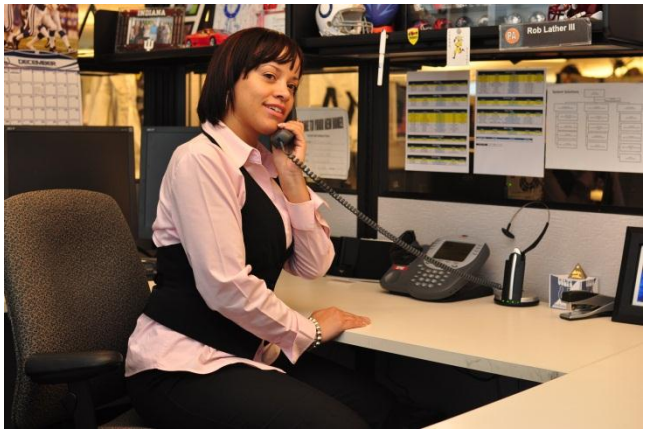
CDW•G encourages customers to contact their Account Manager to assist with any such issues. If the Account Manager evaluates the issue and if they cannot personally assist the customer, they will engage and collaborate with our Customer Relations Department to assist. Customer may also reach out to Customer Relations directly.

If a wrong product is ordered, the customer's dedicated CDW•G Account Manager will work with the customer to determine the best solution to resolve the issue. For any products returned, whether defective or incorrect item, CDW•G requires customers to provide a Return Merchandise Authorization (RMA) number before shipping back any product. This process allows us to expedite the process and helps ensure the proper action or credit, upon processing. Customers can get the RMA request form from their Account Manager, online via their CDW•G Extranet Account, or by contacting Customer Relations.

CDW•G tracks the reason for all returns, allowing us to make appropriate changes, as necessary. For example, a high volume of returns  damaged in shipment would lead us to audit the carrier and review product packaging. CDW•G also monitors how quickly and efficiently the Customer Relations staff handles RMA requests, aiming to respond to requests within 24 hours or less.

10. Describe the types of customer service available to agencies that use this contract:

CDW•G provides post sales customer support Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.



**Personal Touch.** With CDW•G, each customer has one point of contact for all their procurement needs.

a. Is online support available?

Yes, CDW•G's online technical support services include live chat and E-support, and remote support.

Live chat and E-support

To supplement our industry leading toll-free technical support, we provide access to online live chat, accessible through the customers CDWG@Work Extranet site. We staff this support by our trained technicians from 6am to 5pm MST. This site also provides support case management.

Remote Login

Our technicians have access to LogMeIn, a remote login utility, which allows them to connect to the end users computer for more in-depth troubleshooting and quicker resolution.

b. Is phone support available?

Customers can use our toll free phone number 800.383.4239, Monday – Friday from 6 am – 6 pm MST, to reach our dedicated technical support team.

c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?

With CDW•G every customer is automatically provided one single point of contact, their Account Manager, from the very first inquiry for service. Account Managers are assigned to customers based on a specific segment (State and Local government, Higher Education, K12, etc.), as well as a specific region in the country.

From hire, CDW•G Account Managers attend onboarding training, known as the "Account Manager Academy," for three months before they begin interacting with customers on their own. This intensive training program focuses on sales consulting, product training, operational systems, and customer service. This process is much longer than industry standard practices, providing a higher level of support that our customers are quick to notice.

Account managers focus on learning their customers' processes, requirements, needs, and challenges. This allows them to provide expertly the following services to agencies:

- Registration assistance to participate in National IPA
- Contacting customers and notifying them of the benefits of the contract
- Pre-sales consultation, including providing product and system compatibility information
- Providing industry - specific insight on technology solutions
- Acting as a quality control check by reviewing and approving all quote requests
- Keeping customers abreast of availability issues and assisting with any needed alternative sourcing options

**In-depth Training.** CDW•G Account Managers spend months training before assisting customers.

- Coordinating any special delivery requests, including emergency orders
- Working with available CDW•G resources, and coordinating contact for any needed subject matter expert insight
- Keeping updated and available to assist in developing a service solution
- Facilitating communication between the customer and National IPA, as needed

CDW•G ensures Account Managers are supported by an intricate network of subject matter experts. Account Managers utilize these resources to provide complete guidance to their customers. This network includes:

**Sales Manager**
Sales Managers lead a team of Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. They visit customer site(s) for business planning and discussions of future projects, as needed. They also assist Account Managers with expedited orders and problem remediation.

**Business Development Manager**
Our Higher Education sector also has Business Development Managers, focusing on aligning with our customers. Their main role is to work with customers' procurement teams to review current contracts,

align with strategic initiatives that the procurement team is looking to roll out, act as project manager for B2B integrations and a main point of contact to help resolve issues.

**Field Account Executive**

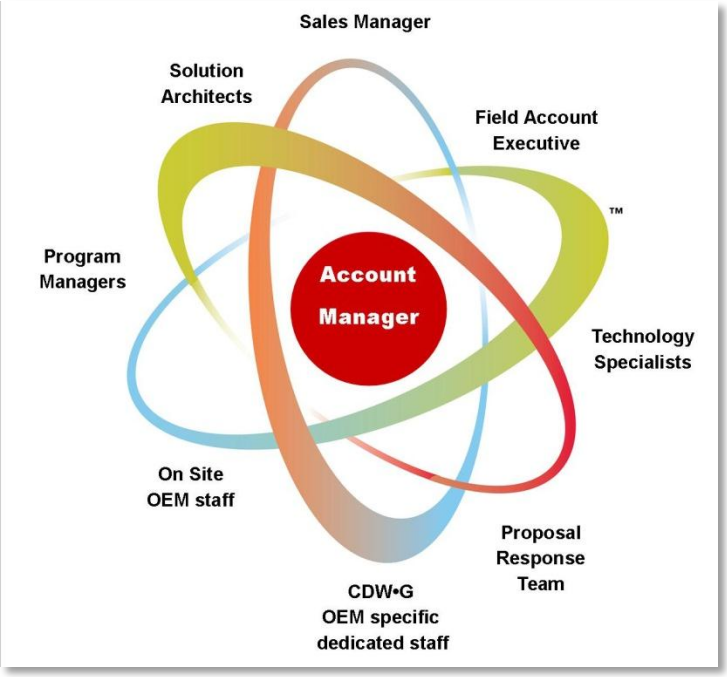
Field Account Executives ("FAE") work in tandem with Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. Each FAE is dedicated to a specific region and industry, and provide onsite visits to customers in communities across the country. Their site visits include usually business reviews and other meetings, as needed. FAEs also work with System Engineers to provide onsite road mapping, project development, and technical expertise.

**Solution Architects**

Customers also have dedicated Solution Architects (SA) for each of their service solution needs. Solution Architects are dedicated to specific Account Teams, and is the expert in aligning customers with the appropriate service resources and tools including deployment technicians, project management and implementation engineers. The Solution Architect works closely with CDW•G customers to accurately scope project requirements and create a Statement of Work, making certain we provide the specific skills, proper staff and solution needed to fully service the customer. Upon agreement to move forward with the service offering, the Solution Architect hands off the service delivery to the customer's dedicated CDW•G Project Coordinator and/or Project Manager to ensure successful execution.

**OEM Specific Resources**

For manufacturer specific information, Account Managers utilize an integrated network of both internal and external sales force. Many OEMs have pre-sales engineers and channel account managers (often onsite at CDW•G) providing consultation and immediate support to Account Managers. Additionally, CDW•G badged Brand Managers, Field Solution Architects, and Partner Business managers work with both Account Managers and the external teams mentioned, providing further support.




**360 Degrees of Support.** CDW•G back our Customers' one point of contact by the full scope of subject matter experts.

**Proposal/Bid Response Team**

If a customer's solicitation would be a viable opportunity for CDW•G, Account Managers can request assistance in response from the Proposal/Bid Response team. This allows CDW•G to mitigate some of the risks that come with contractual sales and to quickly create a polished, well-crafted response. Additionally, this team allows CDW•G to increase not only the volume of solicitations we respond to, but to increase the likelihood of winning as well.

**Program Manager**
Program Managers set up and manage contracts once awarded. They are a valuable resource to Account Managers, as they assist with training Account Managers in the contracts scope and guidelines, provide contract information and updates, and assist with Extranet/Premium page issues.

d. How are problems resolved?

CDW•G Account Managers assist their customers in resolving any issues. If a problem is in regards to an Account Manager, we encourage customers to contact the Account Managers Sales Manager.

e. What are the location and hours of your call centers?

CDW•G provides post-sales customer support Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first

f. What response time is guaranteed when a customer service request is made?

Response time is dependent on the request made. CDW•G strives to resolve all Customer Service Requests within 24 hours. However, because problems involving carriers typically take up to five days, the average time for problem resolution is approximately 2.5 days.

**Measured Success.** Our continued focus on our customer services attributed to our Forrester Groundswell Award for B2B Listening

CDW•G understands some requests are more urgent than others, and utilizes a detailed incident management process for critical systems. Severity level dictates the response time of this practice and employed for issues with our own network services, co-located systems, hosted solutions, websites, or our Internet services.

We constantly monitor our customer service process, ensuring we are continuing to meet the needs of our customers. The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that each CSR is being handled promptly. Additionally, Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative per month to ensure representatives meet quality standards and that we provide proper training. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of Customer Service Requests (CSRs).

g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

Always focused on continually improving our ability to provide the best service and products in the industry to our customers, CDW•G has a number of corrective processes in place. Some of these processes include:

- Our Purchasing Department monitors return rates on purchased products to look for quality issues.
- We aim to respond to Return Merchandise Authorization (RMA) requests within 24 hours.
- When we see high volumes for particular types of Customer Service Requests (CSRs), or RMAs we make adjustments and evaluate process changes, as needed.
- The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that we handle each CSR right away.
- Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative each month to ensure our representatives are meeting quality standards and that we are providing proper training.

Additionally, CDW•G conducts monthly loyalty surveys to measure the customer's perception of CDW•G. We utilize these surveys to collect information for several internal departments including shipping, billing, and customer relations. We select customers on a random basis to participate in the surveys. If a customer ranks us "poor" or "fair", then the appropriate CDW•G department contacts the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. This fortunately is rare, as the majority of end-users express favorable survey comments. The positive comment that we receive most often is "*CDW•G is extremely customer focused".* As a testament to our dedication to customer service, CDW won the 2010 Forrester Groundswell Award for B2B Listening.

11. Describe the warranty period of products. Submit information on your warranty program.

While products sold by CDW•G come with the manufacturer's standard warranty, City of Tucson customers can contact our Technical Support Department for technical support on hardware purchased from CDW•G. We provide technical support on the products that we sell for up to two years from the date of purchase. If the Technical Support representative determines the customer needs warranty support, they connect them to the manufacturer's warranty department.

CDW•G offers a number of product lifecycle support options in addition to manufacturer warranties. This suite includes:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements
- Post-sale technical support
- Product and certification training
- Onsite repair
- Depot repair
- Help desk services

We send warranty expiration emails to our Account Managers, who then inform their customers when their hardware protection is about to expire. Account Managers assist their customers in determining the best warranty and coverage solutions to keep IT investments up and running, or finding a best-valued replacement.

12. Describe how your firm will notify customers of new products.

CDW•G prides ourselves on being on the forefront of technical development in the IT industry and our relationships with top manufacturers often results in advanced notification of upcoming releases of new products. In fact, we act as beta testing and product development for some of our vendor partners such as Cisco and Microsoft. Some of our engineers work closely with these vendor partners and learn the strengths, weaknesses, bugs and fixes of new products as many as 18 months before product release.

We utilize a number of avenues to keep contract purchasers informed of these new products. We highlight products on cdwg.com, and the contract Premium Page, and are open to suggestions by the City and National IPA. However, since Account Managers keep up to date with their customers' systems and processes, they are often the notification touch-point for new products that fit these customers' needs. Account Managers receive regular new product and technology training from our manufacturer partners, an average of 4-8 hours a month. Often times, Account Managers complete additional training on their own, receiving OEM certifications as sales certified experts. This training allows them to provide insight to their customers atypical of what you receive with most resellers. They utilize this knowledge in working with their customers to determine if new products are the best solutions for the customer's needs. Additionally, our industry leading Solution Architects and Engineers act as resources to our Account teams and customers for consultation and evaluation of new products and technologies and for help with strategic planning for our customers' environments.

**Knowledgeable Insight.** CDW•G Account Managers focus on providing an expert viewpoint on our product portfolio.

13. Describe how your firm notifies customers of discontinued products?

As detailed in the previous response, we often receive advance notification from manufacturers when a product is nearing end of life, and we make every attempt to communicate these changes to customers who may be affected. One of the essential functions of an account team is to make users aware of the availability of a given product or product line. Using powerful proprietary tools, each account manager has complete visibility in real time to our distribution centers. Each account team also has visibility into our distribution partners' warehouses through EDI feeds updated at least twice daily. As part of their value-added service, they assist customers in finding substitute products that will help customers achieve the same business results. Since this information comes directly from Account Managers, we always encourage our customers to call for assistance when making large or essential purchases.

14. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.

We encourage customers to contact their Account Manager when tehcnical support is necessary. If the Account Manager is unable to assist, he/she determine the best next steps. They may work with the customer and dedicated manufacturer support coworker to resolve the issues, solicit assistance from their Sales Manager, or connect the customer to our help desk. CDW•G customers can also contact our technical support team directly from our website or their Extranet site, in a variety of ways including email, chat, and telephone. Our technical support team is available Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.

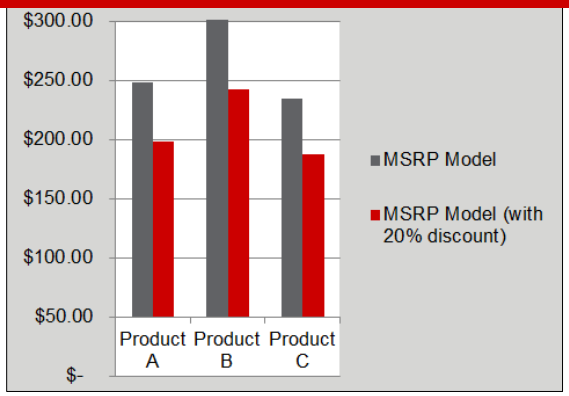
15. Describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.

CDW•G is proposing a percentage off our nationally advertised pricing. We will apply the contract discount applicable to the new products introduced. We propose our discounts by categories that line up with our own internal catalog categories, so that when we add these new products to the CDW•G catalog, the City's contract catalog updates immediately as well.

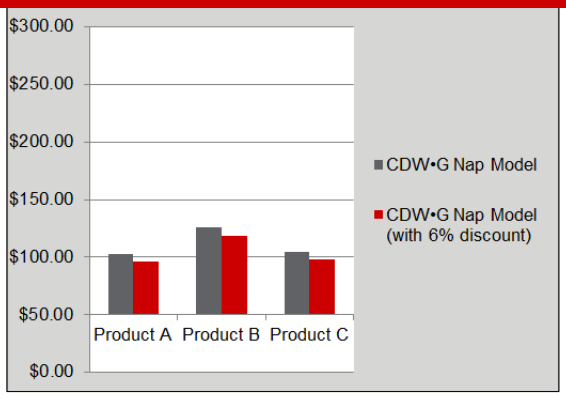
With the discussion of discounting from MSRP at the Pre-proposal Meeting, CDW•G feels it is important for us to explain to the City the benefits of a discount from CDW•G's Nationally Advertised Price (NAP). The single most important parameter in a price model for this contract is the reference point from which price is calculated. Respondents, which derive discounts from MSRP, are often times leaving substantial customer savings on the table. For instance, the evaluation of the sum of an overall discount percentage does not always yield deeper savings. A seemingly "low" initial price, derived as a discount from a static reference like a Manufacturer's Suggested Retail Price (MSRP) may not be as advantageous as a "higher" price derived from a dynamic reference point. Resellers are able to obtain pricing which far exceeds MSRP-level pricing, due in large part to the quantity of product which they source from manufacturers and/or distribution partners and CDW•G's NAP is historically far lower than MSRP.

The charts below display three relevant computer peripherals products which have been compared using the MSRP vs. CDW•G NAP Models. These charts display the lack of savings which MSRP price models produce, as compared to that of a dynamic price list such as CDW•G NAP:

**MSRP List vs. CDW•G Nationally Advertised Price List**




*Combined savings of products with a 20% off MSRP Model:* ***$157.24***




*Combined savings of products with a 6% off NAP Model:* ***$473.06***

As evidenced in the preceding charts, partnering with a contractor that utilizes a dynamic price reference point allows for the extension of more advantageous pricing even with a lower discount number. Simply arriving at a sum of all total discounts does not qualify savings unless the City is aware of where the prices originate. Often times we see competitors simulate MSRP pricing in order to show large discounts, however as the table above illustrates, even discounts which originate from standard MSRP cannot compete with discounts originating from CDW•G Nationally Advertised Pricing.

CDW•G's Nationally Advertised Price List, unlike an MSRP model, considers industry and buying trends and is fully automated. This benefits the City in that price decreases can be reported and tracked by running a basic report, while MSRP models require continuous monitoring, as well as manual price

adjustment entry for thousands of line items. CDW•G, on the contrary, is able to simply query price changes, update the price index, and report discrepancies to the City in a timely fashion.

In conclusion, continuing to utilize a dynamic price model such a discount from CDW•G's NAP keeps the City's evaluation an apples and oranges comparison, and allows the City to see more savings, faster. Even if a discount percentage is in the single digits (as noted in the CDW•G NAP Model above) it packs the offer with greater savings than that offered by the high discount, low realized savings MSRP model.

We commend the City for continuing sound procurement practices, such as requiring vendors to complete the Attachment A market basket. This deliverable provides the City a realistic price comparison, evaluating actual savings, as compared to perceived savings. However, as this market basket covers only a minimal portion of the discount categories requested, we encourage you to bear in mind our explanation above when considering each vendor's overall price offering.

16. Describe what other services you offer that would be applicable to this contract (e.g., leasing/financing, services, maintenance, implementation, design, analysis, training, repair, etc.)

Leasing/Financing

CDW•G has a department dedicated solely to assisting our customers with their leasing needs. Much like our product offering, we take a vendor agnostic approach and focus on providing the best options in the industry, and not simply the latest solutions from a single provider. CDW•G's leasing team can work with the City to find the best leasing option that fits within any unique budget constraints the City may be experiencing.

Leasing allows the City to procure needed equipment now, so you do not have to wait years down the road when your budget allows a large- scale purchase. With leasing and financing, the City also has the ability to bundle costs. Therefore, if you are also working with outdated software, you can purchase it with your products, and even services, all in one fell swoop. Budgeting for leasing is easier than purchasing outright, as your monthly payments are agreed upon upfront. Finally, you can protect the City from advancing technology. With a lease, you can choose to add to your lease term; and once you choose to end the lease you often have the option between purchasing or returning the equipment.

Maintenance

CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements (conterminous, break/fix, and retainer)
- Post-sale technical support
- Product and certification training
- Help desk services

Implementation

Our national footprint is expansive, with over 600 engineers on staff in more than 15 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-

configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.

Design

Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and can perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.

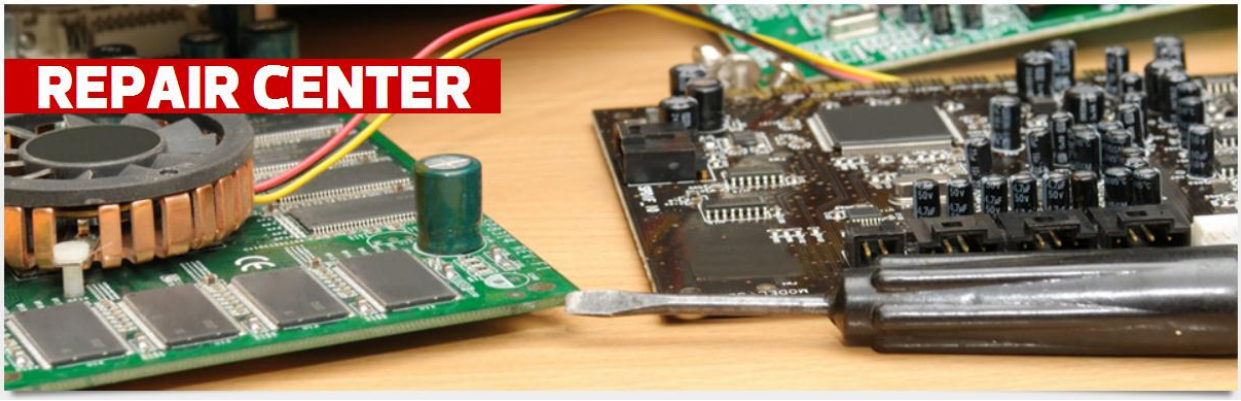
Consulting/Analysis

Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions. CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their systems.

Training

CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focuses on designing bullet- proof solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.

Repair




In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers:

- Acer
- Apple
- Fujitsu
- HP
- IBM
- Lenovo
- Service Net
- Sony
- Toshiba

*Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.*

# Tab Six

## B. Price Proposal

CDW·G® PEOPLE WHO GET IT

# B. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items in the Sample Items List in Attachment A.

CDW•G offers an additional 2% discount beyond the applicable category discounts for all HP products.

| ITEM NO. | PRICING GROUP | DISCOUNT OFF VERIFIABLE PRICE INDEX |
|---|---|---|
| **Group 1 Systems** | | |
| 1. | Desktops | 2.00% |
| 2. | Notebooks | 2.00% |
| 3. | Tablets | 2.25% |
| 4. | Servers (1 Processor, 2, Processor, 4+Procesor, Blade, Tower, Unix, Handhelds, etc.) | 2.25% |
| **Group 2 Input Devices** | | |
| 5. | Keyboards | 3.50% |
| 6. | Mice | 3.50% |
| 7. | Imaging Scanners | 4.50% |
| 8. | POS Scanners | 4.50% |
| 9. | Pointing Devices | 3.50% |
| 10. | Bar Code Readers | 3.50% |
| 11. | Audio Input | 3.50% |
| 12. | Input Adapters | 3.50% |
| 13. | PC and Network Cameras | 3.75% |
| 14. | Input Cables | 8.00% |
| 15. | Input Accessories | 3.50% |
| **Group 3 Output Devices** | | |
| 16. | Displays | 3.25% |
| 17. | Printers | 3.50% |
| 18. | Inkjet Printers | 3.50% |
| 19. | Inkjet Photo Printers | 3.50% |
| 20. | Laser Printers | 2.25% |
| 21. | Label Printers | 3.50% |
| 22. | Dot Matrix Printers | 2.25% |
| 23. | Multi-Function Printers | 2.25% |
| 24. | Wide Format Printers | 2.25% |
| 25. | Multi-Function Inkjet Printers | 2.25% |
| 26. | Wide Format Printers | 2.25% |
| 27. | Fax Machine Printers | 2.25% |
| 28. | Printer Accessories | 3.75% |
| 29. | Projectors | 3.25% |
| 30. | Projector Accessories | 3.25% |
| 31. | Audio Input | 2.25% |
| 32. | Video Cards | 2.25% |
| 33. | Sound Cards | 2.25% |
| 34. | Output Accessories | 2.25% |
| 35. | Printer Consumables | 2.25% |

| ITEM NO. | PRICING GROUP | DISCOUNT OFF VERIFIABLE PRICE INDEX |
|---|---|---|
| **Group 4 Memory** | | |
| 36. | Desktop | 5.00% |
| 37. | Flash | 4.25% |
| 38. | Networking | 4.25% |
| 39. | Notebook | 5.00% |
| 40. | Printer/Fax | 4.25% |
| 41. | Server | 4.25% |
| **Group 5 Storage Devices** | | |
| 42. | Adapters Fibre Channel | 3.50% |
| 43. | Adapters FireWire/USB | 3.50% |
| 44. | Adapters IDE/ATA/SATA | 3.50% |
| 45. | Adapters RAID | 3.50% |
| 46. | Adapters SCSI | 3.50% |
| 47. | Bridges & Routers | 3.50% |
| 48. | Disk Arrays | 3.50% |
| 49. | Disk Arrays JBOD | 3.50% |
| 50. | Drives Magneto-Optical | 3.50% |
| 51. | Drives Removable Disk | 2.75% |
| 52. | Fiber Channel Switches | 3.50% |
| 53. | Hard Disks External | 2.75% |
| 54. | Hard Disks Fibre Channel | 3.50% |
| 55. | Hard Disks IDE/ATA/S | 2.75% |
| 56. | Hard Disks Notebook | 2.75% |
| 57. | Hard Disks SCSI | 2.75% |
| 58. | Networking Accessories | 2.75% |
| 59. | Optical Drives CD-RO | 2.75% |
| 60. | Optical Drives CD-RW | 2.75% |
| 61. | Optical Drives DVD/C | 2.75% |
| 62. | Optical Drives DVD-R | 2.75% |
| 63. | Storage Accessories | 2.75% |
| 64. | Storage NAS | 3.50% |
| 65. | Storage SAN | 3.50% |
| 66. | Tape Autoloaders AIT | 3.50% |
| 67. | Tape Autoloaders DAT | 3.50% |
| 68. | Tape Autoloaders DLT | 3.50% |
| 69. | Tape Autoloaders LTO | 3.50% |
| 70. | Tape Drives 4mm | 3.50% |
| 71. | Tape Drives 8mm/VXA | 3.50% |
| 72. | Tape Drives AIT | 3.50% |
| 73. | Tape Drives DAT | 3.50% |
| 74. | Tape Drives DLT | 3.50% |
| 75. | Tape Drives LTO/Ultrium | 3.50% |
| 76. | Tape Drives SDLT | 3.50% |
| 77. | Tape Drives Travan | 3.50% |

| ITEM NO. | PRICING GROUP | DISCOUNT OFF VERIFIABLE PRICE INDEX |
|---|---|---|
| **Group 6 Network Equipment** | | |
| 78. | 10/100 Hubs & Switch | 2.75% |
| 79. | Bridges and Routers | 2.75% |
| 80. | Gigabit Hubs & Switches | 2.75% |
| 81. | Concentrators and Multiplexers | 2.75% |
| 82. | Hardware Firewalls | 2.75% |
| 83. | Intrusion Detection | 2.75% |
| 84. | KVM | 2.25% |
| 85. | Modems | 2.75% |
| 86. | Network Test Equipment | 2.75% |
| 87. | Network Adapters | 2.75% |
| 88. | Network Cables | 8.00% |
| 89. | Network Accessories | 2.75% |
| 90. | Repeaters and Transceivers | 3.25% |
| 91. | Wireless LAN Accessories | 2.75% |
| 92. | Token Authentication | 15.00% |
| 93. | 10G Fiber Optic Transceivers | 3.25% |
| 94. | 1G Fiber Optic Transceivers | 3.25% |
| **Group 7 Software** | | 3.25% |
| 95. | Licensing Packages (i.e., Microsoft Open Value, Microsoft EES) | 3.25% |
| 96. | Licensing Backup | 3.25% |
| 97. | Licensing Barcode/OC | 3.25% |
| 98. | Licensing Business Application | 3.25% |
| 99. | Licensing CAD/CAM | 3.25% |
| 100. | Licensing Cloning | 3.25% |
| 101. | Licensing Computer Services | 3.25% |
| 102. | Licensing Database | 3.25% |
| 103. | Licensing Development | 3.25% |
| 104. | Licensing Entertainment | 3.25% |
| 105. | Licensing Financial | 3.25% |
| 106. | Licensing Flow Chart | 3.25% |
| 107. | Licensing Graphic Design | 3.25% |
| 108. | Licensing Handheld | 3.25% |
| 109. | Licensing Network OS | 3.25% |
| 110. | Licensing OS | 3.25% |
| 111. | Licensing Personal Organization | 3.25% |
| 112. | Licensing Presentation | 3.25% |
| 113. | Licensing Reference | 3.25% |
| 114. | Licensing Report Analysis | 3.25% |
| 115. | Licensing Spreadsheet | 3.25% |
| 116. | Licensing Utilities | 3.25% |
| 117. | Licensing Warranties | 3.25% |
| 118. | Licensing Web Development | 3.25% |
| 119. | Licensing Word Processing | 3.25% |
| 120. | Software Backup | 3.25% |
| 121. | Software Barcode/OCR | 3.25% |
| 122. | Software Business Application | 3.25% |
| 123. | Software CAD/CAM | 3.25% |
| 124. | Software Cloning | 3.25% |
| 125. | Software Computer Services | 3.25% |
| 126. | Software Database | 3.25% |

| ITEM NO. | PRICING GROUP | DISCOUNT OFF VERIFIABLE PRICE INDEX |
|---|---|---|
| **Group 7 Software Continued** | | |
| 127. | Software Development | 3.25% |
| 128. | Software Entertainment | 3.25% |
| 129. | Software Financial | 3.25% |
| 130. | Software Flow Chart | 3.25% |
| 131. | Software Graphic Design | 3.25% |
| 132. | Software Handheld | 3.25% |
| 133. | Software OS | 3.25% |
| 134. | Software Personal Organization | 3.25% |
| 135. | Software Presentation | 3.25% |
| 136. | Software Reference | 3.25% |
| 137. | Software Report Analysis | 3.25% |
| 138. | Software Spreadsheet | 3.25% |
| 139. | Software Utilities | 3.25% |
| 140. | Software Warranties | 3.25% |
| 141. | Software Web Development | 3.25% |
| 142. | Software Word Processing | 3.25% |
| **Group 8 Media Supplies** | | 3.75% |
| 143. | Media 4mm Tape | 3.75% |
| 144. | Media AIT Tape | 3.75% |
| 145. | Media DAT Tape | 3.75% |
| 146. | Media DLT Tape | 3.75% |
| 147. | Media LTO/Ultrium Tape Drive | 3.75% |
| 148. | Media Magneto-Optical | 3.75% |
| 149. | Media Optical | 3.75% |
| 150. | Media SLR Tape | 3.75% |
| 151. | Media Travan Tape | 3.75% |
| 152. | Media VXA Tape | 3.75% |
| 153. | Media Zip | 3.75% |
| **Group 9 Collaboration and IP Telephony** | | |
| 154. | IP Phones | 2.75% |
| 155. | Video Conferencing products | 2.75% |
| 156. | Voice Gateways/Servers | 2.75% |
| 157. | Headsets | 2.75% |
| 158. | Audio conferencing products | 2.75% |
| 159. | Analog phones | 2.75% |
| 160. | accessories | 2.75% |
| **Group 10 Other** | | |
| 161. | Advanced Integration | 2.00% |
| 162. | Asset Disposal | 2.00% |
| 163. | Asset Management | 5.00% |
| 164. | Cables | 8.00% |
| 165. | Cables Custom | 8.00% |
| 166. | Cables Printer | 8.00% |
| 167. | Complex Warranties | 2.00% |
| 168. | Desktop Accessories | 5.00% |
| 169. | Display Accessories | 3.25% |
| 170. | Electronic Services | N/A% |
| 171. | Handheld Accessories | 5.00% |
| 172. | Imaging Accessories | 3.75% |

| ITEM NO. | PRICING GROUP | DISCOUNT OFF VERIFIABLE PRICE INDEX |
|---|---|---|
| **Group 10 Other continued** | | |
| 173. | Imaging Camcorders | 3.75% |
| 174. | Imaging Digital Cameras | 3.75% |
| 175. | Internal Lab Service | N/A% |
| 176. | Lab Fees | 2.00% |
| 177. | Managed Services | 2.00% |
| 178. | Miscellaneous Solutions | N/A% |
| 179. | Mounting hardware for vehicles | 4.00% |
| 180. | Networking Warranties | 2.00% |
| 181. | Notebook Accessories | 4.00% |
| 182. | Notebook Batteries | 3.75% |
| 183. | PC Lab Order Services | N/A% |
| 184. | POS Accessories | 3.50% |
| 185. | POS Displays | 3.25% |
| 186. | Power Accessories | 2.25% |
| 187. | Power Surge Protection | 4.00% |
| 188. | Power UPS | 2.25% |
| 189. | Server Accessories | 2.25% |
| 190. | Service charge | N/A% |
| 191. | System Components | 4.25% |
| 192. | Training Courses | 2.00% |
| 193. | Training Reference Manuals | 2.00% |
| 194. | Warranties Electronic | 2.00% |
| **Group 10 Additional Proposed Categories** | | |
| 202 | iPad/Tablet Stylus | 5.000% |
| 203 | Mouse/Wrist Pads | 5.000% |
| 204 | Security Locks and Hardware | 20.000% |
| 205 | Tools | 5.000% |
| 206 | Document Scanner Accessories | 3.750% |
| 207 | Flatbed Scanners | 3.750% |
| 208 | Mobile Scanners | 3.750% |
| 209 | Network Scanners | 3.750% |
| 210 | Sheetfed Scanners | 3.750% |
| 211 | Wide Format Scanners | 3.750% |
| 212 | Workgroup/Departmental Scanner | 4.500% |
| 213 | Build to Order Desktops | 2.250% |
| 214 | Nettop | 2.250% |
| 215 | Point of Sale | 2.250% |
| 216 | Ultra Small Form Factor | 2.250% |
| 217 | Apple Mac Memory Upgrades | 4.250% |
| 218 | Chips/SIMMs/SIPPs/ROMs | 4.250% |
| 219 | Computer Cases | 4.250% |
| 220 | CPUs/Fans | 4.250% |
| 221 | Memory Accessories | 4.250% |
| 222 | Motherboards/Chassis | 2.750% |
| 223 | 1-2 Port Serial Boards | 2.750% |

| | | |
|---|---|---|
| 224 | 3+ Port Serial Boards | 2.750% |
| 225 | Console Server | 2.750% |
| 226 | Device Server | 4.000% |
| 227 | Terminal Servers | 2.750% |
| 228 | Content Management | 2.750% |
| 229 | Firewall/VPN Appliances | 2.750% |
| 230 | Multifunction Security Applian | 2.750% |
| 231 | Network Camera Accessories | 2.750% |
| 232 | Network Cameras | 2.750% |
| 233 | Physical/Environment Security | 2.750% |
| 234 | Security Appliance Accessories | 15.000% |
| 235 | Security Tokens | 2.750% |
| 236 | Unified Threat Management | 2.750% |
| 237 | 2-Way Radios/Walkie Talkies | 3.500% |
| 238 | Apple Notebooks | 2.250% |
| 239 | Convertible PCs/Slate PCs/iPAD | 2.250% |
| 240 | iPAD | 2.000% |
| 241 | Slate Tablet Computers | 2.000% |
| 242 | GPS/PDA | 4.250% |
| 243 | Wireless Communication Devices | 3.000% |
| 244 | Batteries | 3.750% |
| 245 | Power Supplies/Adapters | 2.250% |
| 246 | Rackmounting Equipment | 2.250% |
| 247 | Remote Power Management | 2.250% |
| 248 | Surge Suppressors | 4.000% |
| 249 | UPS/Battery Backup | 2.250% |
| 250 | 14" & Smaller LCD Display | 3.250% |
| 251 | 15-19" LCD Display | 3.250% |
| 252 | 15-19" Wide LCD Display | 3.250% |
| 253 | 15-19" Wide LED Display | 3.250% |
| 254 | 20-30" LCD Display | 6.000% |
| 255 | 20-30" Wide LCD Display | 3.500% |
| 256 | 20-30" Wide LED Display | 3.250% |
| 257 | PCoIP and Zero Client Displays | 3.250% |
| 258 | Arm Mounts | 3.250% |
| 259 | Ceiling Mounts | 3.250% |
| 260 | Combo Mounts | 3.250% |
| 261 | Desktop Stands/Risers | 3.250% |
| 262 | Flat Wall Mounts | 3.250% |
| 263 | Mount Accessories | 3.250% |
| 264 | Pole Display | 3.250% |
| 265 | Stands/Carts/Feet | 3.500% |
| 266 | Tilt Wall Mounts | 3.250% |

**Group 11 Services – Offerors may offer a discount off list price or an hourly rate. Pricing may vary by manufacturer and by region of the country. Offerors should indicate any manufacturer and regional variances.**

| | | | |
|---|---|---|---|
| 195. | Design and Analysis | | % |
| 196. | Configuration | | % |
| 197. | Implementation | Please see below for our services offering | % |
| 198. | Installation | | % |
| 199. | Training | | % |
| 200. | Maintenance and Support | | % |
| 201. | Additional Services Offered (On a separate page list the additional services offered and their applicable discount) | | % |

**Additional Services**

| Service | Standard Rate | Discount from Standard Rate |
|---|---|---|
| Converged Infrastructure Services Rates | | |
| **UCCe, Telepresence, Video, Webex Services Rates** | | |
| Project Manager | $ 185.00 | 1% |
| Architect | $ 250.00 | 1% |
| Senior Consultant | $ 225.00 | 1% |
| Consultant | $ 200.00 | 1% |
| UCCx, UC, Unity, CME Services Rates | | |
| Project Manager | $ 185.00 | 1% |
| Architect | $ 225.00 | 1% |
| Senior Consultant | $ 200.00 | 1% |
| Consultant | $ 175.00 | 1% |
| **Wireless, DLP, Physical Security Services Rates** | | |
| Project Manager | $ 185.00 | 1% |
| Architect | $ 225.00 | 1% |
| Senior Consultant | $ 200.00 | 1% |
| Consultant | $ 175.00 | 1% |
| **R/S, UCS, Nexus, Security Services Rates** | | |
| Project Manager | $ 185.00 | 1% |
| Architect | $ 225.00 | 1% |
| Senior Consultant | $ 200.00 | 1% |
| Consultant | $ 175.00 | 1% |
| **Cross Practice Services Rates** | | |
| Program Manager | $ 225.00 | 1% |
| | | |
| Technical Writer | $ 75.00 | 1% |
| Trainer | $ 175.00 | 1% |
| Associate | $ 160.00 | 1% |
| | | |
| Travel Rate | Hourly Uplift | |
| | $ 35.00 | 1% |
| **MS Unified Communications Services Rates** | | |
| Project Manager | $ 185.00 | 1% |
| Architect | $ 200.00 | 1% |
| Senior Consultant | $ 185.00 | 1% |
| Consultant | $ 175.00 | 1% |
| **MS Information Worker Services Rates** | | |
| Project Manager | $ 185.00 | 1% |
| Architect | $ 195.00 | 1% |
| Senior Consultant | $ 185.00 | 1% |
| Consultant | $ 175.00 | 1% |
| **MS Server and Security Services Rates** | | |
| Project Manager | $ 185.00 | 1% |
| Architect | $ 200.00 | 1% |

| | | | |
|---|---|---|---|
| Senior Consultant | $ | 180.00 | 1% |
| Consultant | $ | 165.00 | 1% |
| **MS Monitoring and Management Services Rates** | | | |
| Project Manager | $ | 185.00 | 1% |
| Architect | $ | 200.00 | 1% |
| Senior Consultant | $ | 180.00 | 1% |
| Consultant | $ | 165.00 | 1% |
| **Citrix/VMware Services Rates** | | | |
| Project Manager | $ | 185.00 | 1% |
| Architect | $ | 225.00 | 1% |
| Senior Consultant | $ | 200.00 | 1% |
| Consultant | $ | 180.00 | 1% |
| **NetApp/EMC Services Rates** | | | |
| Project Manager | $ | 185.00 | 1% |
| Architect | $ | 250.00 | 1% |
| Senior Consultant | $ | 225.00 | 1% |
| Consultant | $ | 200.00 | 1% |
| **IBM I, P, Z, TSM Service Rates** | | | |
| Project Manager | $ | 185.00 | 1% |
| Architect | $ | 250.00 | 1% |
| Senior Consultant | $ | 225.00 | 1% |
| Consultant | $ | 200.00 | 1% |
| **Lotus/Websphere Services Rates** | | | |
| Project Manager | $ | 185.00 | 1% |
| Architect | $ | 190.00 | 1% |
| Senior Consultant | $ | 180.00 | 1% |
| Consultant | $ | 165.00 | 1% |
| Other Manufacturer Solutions | | | |
| Project Manager | $ | 225.00 | 1% |
| Architect | $ | 250.00 | 1% |
| Senior Consultant | $ | 225.00 | 1% |
| Consultant | $ | 175.00 | 1% |

# REVISED ATTACHMENT A: SAMPLE ITEMS LIST

NOTE: For each item listed below, offeror should fill in the yellow cells only. In the "Unit Price Before Discount" column, offeror should enter the unit price for the specified item before their discount is applied. In the "Discount" column, offeror should enter the discount that they are proposing to offer for the specified item. The discount entered in the "Discount" column should match the discount that offeror identified on the Price Page. The "Unit Price After Discount" column will autopopulate based on the entries in the two preceding columns.

Note: For the sole purpose of helping to identify the sample items below, the CDW-G Part # is also being provided for each item.

| Item # | Description | Brand | Manufacturer's Part Number | CDW-G Part Number | UNIT PRICE BEFORE DISCOUNT | DISCOUNT | UNIT PRICE AFTER DISCOUNT |
|---|---|---|---|---|---|---|---|
| 1 | PLUG-IN DOCK AND LOCK 30 DRAWER CAB | PLUG-IN STORAGE SYSTEMS | 4852-L-30 | 935042 | $ 4,921.66 | 20.0000% | $ 3,937.33 |
| 2 | GARMIN GPS 18X USB SENSOR | GARMIN | 010-00321-31 | 1441195 | $ 84.99 | 4.2500% | $ 81.38 |
| 3 | KEN UNIV DOCK STAT SD400V VID/ENET | KENSINGTON | K33926US | 1822378 | $ 129.67 | 4.0000% | $ 124.48 |
| 4 | RSA BASE SW LIC BTW 155-250 | RSA SECURITY | APP0000250B | 1016651 | $ 64.83 | 3.2500% | $ 62.72 |
| 5 | GARMIN FLANGE MOUNT | GARMIN | 010-10453-00 | 914063 | $ 18.94 | 4.2500% | $ 18.14 |
| 6 | HP SB LA2205WG 22" WIDE DVI DP HA | HEWLETT-PACKARD | NM274A8#ABA | 1906059 | $ 192.51 | 3.5000% | $ 185.77 |
| 7 | CRUCIAL 1GB 184PIN DDR PC3200 | CRUCIAL TECHNOLOGY | CT12864Z40B | 635238 | $ 26.92 | 5.0000% | $ 25.57 |
| 8 | FUJITSU FI-6770A FBSCAN 90PPM W/VRS | FUJITSU | PA03576-B035 | 1533003 | $ 5,984.99 | 4.5000% | $ 5,715.67 |
| 9 | HP OFFICEJET 100 MOB PRINTER-L411A | HEWLETT-PACKARD | CN551A#B1H | 2374450 | $ 226.42 | 3.5000% | $ 218.50 |
| 10 | FUJITSU FI-6770 FBSCAN 90PPM W/VRS | FUJITSU | PA03576-B105 | 1532992 | $ 5,611.93 | 4.5000% | $ 5,359.39 |
| 11 | BELKIN USB A/A EXT CAB M/F IMAC 10' | BELKIN | F3U134-10-CBL | 141310 | $ 10.96 | 8.0000% | $ 10.08 |
| 12 | CRUCIAL 1GB DDR2 PC2-6400 | CRUCIAL TECHNOLOGY | CT12864AA80 | 1269183 | $ 16.95 | 5.0000% | $ 16.10 |



CDW-G PEOPLE WHO GET IT

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 13 | CRUCIAL 1GB 200PIN SODIMM PC2700 | CRUCIAL TECHNOLOGY | CT12864X335 | 657427 | $ 32.91 | 5.0000% | $ | 31.26 |
| 14 | RSA SID700 60SEC 3YR 100 PACK | RSA SECURITY | SID700-6-60-36-100 | 1033112 | $ 5,535.12 | 15.0000% | $ | 4,704.85 |
| 15 | HP SB 6300 I3-2120 500GB 4GB W7P | HEWLETT-PACKARD | B5N08UT#ABA | 2745728 | $ 642.38 | 2.0000% | $ | 629.53 |
| 16 | NEC 2190UXP 21.3" DVI HA | NEC | LCD2190UXP-BK | 993067 | $ 849.99 | 6.0000% | $ | 798.99 |
| 17 | APC SMRTUPS 1500VA USB/SER RM 2U | APC | SUA1500RM2U | 468489 | $ 650.36 | 3.2500% | $ | 629.22 |
| 18 | ERGOTRON DUAL LCD STAND VERT <24" | ERGOTRON | 33-091-200 | 210326 | $ 266.32 | 3.5000% | $ | 257.00 |
| 19 | APC UPS NETWORK MANAGEMENT CARD 2 | APC | AP9631 | 1745320 | $ 435.90 | 3.2500% | $ | 421.73 |
| 20 | CRUCIAL 1GB DDR2 PC5300 240PIN DIMM | CRUCIAL TECHNOLOGY | CT12864AA667 | 727405 | $ 14.95 | 5.0000% | $ | 14.20 |
| 21 | TRIPP ISOBAR SURGE 4 OUTLET 6FT CORD | TRIPP LITE | ISOBAR4ULTRA | 024586 | $ 51.86 | 4.0000% | $ | 49.79 |
| 22 | APC SMART UPS 2200VA RM/TWR | APC | SUA2200XL-NETPKG | 1594908 | $ 1,453.35 | 3.2500% | $ | 1,406.12 |
| 23 | TRENDNET 10/100TX-100FX FIB CONVERT | TRENDWARE INTERNATIONAL | TFC-110S15I | 1563443 | $ 115.70 | 3.2500% | $ | 111.94 |
| 24 | IBM LTO4 ULTRIUM 4 BAR CODE LABELED | IBM | 95P4437 | 1319661 | $ 29.92 | 3.7500% | $ | 28.80 |
| 25 | RSA SID700 60SEC 3YR 50 PACK | RSA SECURITY | SID700-6-60-36-50 | 1035736 | $ 2,770.05 | 15.0000% | $ | 2,354.54 |
| 26 | LANTRONIX EDS8PR 8PT TRMNL SRVR | LANTRONIX | EDS00812N-01 | 1183723 | $ 546.62 | 4.0000% | $ | 524.76 |
| | **GRAND TOTAL** | | | | | | **$** | **27,717.87** |



PEOPLE WHO GET IT

2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.

Under the contract, individual clients who purchase significantly larger amounts may qualify for an additional discount on individual purchases. Additionally, as a partner on the contract, CDW-G will be leveraging its influence on manufacturer partners for additional cost saving programs based on contract spend.

**CDW•G Exclusive Savings.** CDW•G offers contract purchasers an additional 2% discount for all HP products.

One of the updates to our price offering to the City that we are most excited to offer contract purchasers, is deep additional HP discounts. CDW•G recognized on the current contract, HP products are what agencies continue to purchase the most. In fact, HP sales are almost three times higher than the second highest OEM sales. We realized this was a potential for even greater savings for our customers, and as an HP Premier Partner, CDW•G negotiated an even lower discount for the new contract. At present, we will be offering all HP branded items at an additional 2% discount over and above the standard contract discount. This discount is only for CDW•G customers, and is exclusive to the City's contract.

With our dedicated Account manager model, CDW•G Account Managers are tasked with providing exceptional customer service and excellent value to each customer who purchases from National IPA. With that goal in mind, if a customer were to forecast larger quantities, the Account manager will work with manufacturer partners on behalf of his/her customer to achieve greater than contract discounts. The discounts and effective savings will be dependent on manufacturer support as well as the size and volume of the order. Depending on the product type the discounts can be anywhere from 2- 20% additional savings.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

CDW•G does not offer prompt payment discounts.

4. Will payment be accepted via commercial credit card? _____Yes _____No

Yes, we accept commercial credit card payments.

a. If yes, can commercial payment(s) be made online? _____Yes _____No
b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

Yes, customers can make online commercial payments. We have trading partnerships with credit card processing companies; our customers do not directly incur any fees associated with these transactions.

5. Does your firm have a City of Tucson Business License? _____Yes _____No

CDW•G does not currently have a City of Tucson Business License, but we have applied for one. We will happily provide this to the City once we receive.

# Tab Seven

## C. Qualifications and Experience

CDW·G® PEOPLE WHO GET IT

# C. Qualifications and Experience

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.

Founded in 1984, CDW is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW Corporation, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and blanketed in the field with our field account executives. Account Teams are segmented by sector, which allows us to provide our each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the U.S., currently carrying more than 100,000 top name-brand technology products from more than 1,000 leading IT manufacturers. Our two state of the art distribution centers are capable of handling 141,000 shipments daily, out of a combined area of almost one square mile. We utilize a just-in-time inventory system to ensure we have the products in stock and ready to ship, and send them out to our customers with a 99.7% shipping accuracy.

We launched our e-commerce website in 1995, as an additional avenue to service our customers. In May 2012, CDW•G was ranked No. 10 on the list of America's largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide for the third consecutive year.

Though our selection of product is very wide, CDW•G delivers more than just product; we also deliver IT solutions. We offer a full spectrum of technology services including cloud computing, consulting, system configurations, implementation, and training. CDW•G designs and implements complete business solutions that address a full range of complex issues including, but not limited to Business Continuity, Infrastructure Optimization, Networking, Security Management, and Unified Communications.

Our intricate offering coupled with our customer-centric business model, is the reason for our success. A testament to this success is our continued upward sales trend, totaling over ten billion in 2012.

**Nationwide Coverage.** 1,360 CDW•G coworkers serving our customers

2. Provide the total number and location of sales persons employed by your firm.

CDW•G currently employs more than 1,360 coworkers, part of our larger organization of 6,900 employees nationwide and in Canada, with 43 different locations. More than 840 of our CDW•G dedicated sales force are Account Managers, in addition to 65 Field Account Executives placed throughout communities across the nation.

3. Provide the number and location of support centers (if applicable).

When CDW•G was awarded the City's contract in 2008 we had offices in five states and Canada. Since this time, we have drastically expanded our location

portfolio across 20 additional states, and have added second/multiple offices in a number of our original five states and Canada. Currently, we have 43 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.

4. Provide your firm's annual sales for 2009, 2010, and 2011.

Below you can see evidence of CDW Corporation's sales growth, and our growth on the contract as well. You will note that since the recession of 2009, CDW•G consistently drives compounding growth in both areas, and anticipates these upward trends to continue. Also notable, the growth rates of National IPA exceeding the standard rate for CDW•G, verifying our good faith effort to promote the contract within our existing client base.

| Explosive Sales Growth | | | | | | |
|---|---|---|---|---|---|---|
| Year | Annual Revenues | | | YOY Growth | | |
| | National IPA ($ Millions) | CDW•G ($ Billions) | CDW ($ Billions) | National IPA | CDW•G | CDW |
| 2009 | 21.7 | 3 | 7.2 | 443% | 3.5% | -11.1% |
| 2010 | 44.1 | 3.6 | 8.8 | 103% | 20.0% | 22.2% |
| 2011 | 83.3 | 3.8 | 9.6 | 89% | 5.6% | 9.1% |
| 2012 | 99.4 | 4.0 | 10.1 | 19% | 7.1% | 5.5% |

5. Please submit your FEIN and Dunn & Bradstreet report.

CDW•G FEIN: 36-4230110
Dun & Bradstreet numbers:

CDW Corporation 107627952
CDW Government, Inc. 026157235

We include our reports in a separate, confidential file.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitations. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.

As detailed previously, CDW•G holds a number of similarly structured contracts, including AEPA, NJPA, and TCPN, among others. These are contracts we not only currently held, but have held simultaneously while managing the City's current contract. For our references we provide customers that can attest to our abilities of both managing this contract, and to addressing and meeting their needs as our customer. We provide contact information for these customers in a separate, confidential file.

### University of Arizona

**Address:** The University of AZ Purchasing USA Building 300A, 5th Floor Tucson, AZ 85721
**Dates of Service:** July 1989 – present
**Summary of Service:** Currently one of the top purchasers of the City's contract, the University relies on their CDW•G Account Manager to help find the contract's best solutions for many of their technology needs.

### Hillsborough County

**Address:** 601 E. Kennedy Blvd. Tampa, FL 33602
**Dates of Service:** November 1996 – present
**Summary of Service:** Hillsborough County has a number of mandatory statewide contracts they must use for their IT purchases. For most other purchases, they turn to the City's contract.

### Lee County

**Address:** 1825 Hendry St Fort Myers, FL 33901
**Dates of Service:** August 1993 – present
**Summary of Service:** Like Hillsborough, Lee County only cooperative contract they purchase from is the City's. They utilize the full scope of the contract offering.

7. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.

CDW•G's customer service structure is beneficial to contract purchasers, in that each agency has its own dedicated Account Manager acting as the primary service representative. However, due to the large number of Account Managers dedicated to this contract, it is not feasible to provide the requested information for each. Therefore, we provide the credentials for your lead customer service representative for the contract, your point of contact for contract management, and the City's own dedicated Account Manager.

### Pat O'Brien, Sales Manager

**Phone:** 877.898.2997
**Email:** patobri@cdwg.com
**Organization:** Reports to David Hutchins, VP of State and Local Government Sales
**Contract Role and Experience:** Pat acts as the City's main point of contact for all customer related aspects of this contract. He assists in driving contract opportunities by meeting with customers, attending conferences, assisting with marketing initiatives, and training his sales team on the contract. Additionally, he acts as the point, should any customer issues need escalated.

Pat has supported our customers for over 11 years, seven years within a manager capacity. Within his eleven years, he has supported government, education, and healthcare customers, allowing him to provide adept assistance to any customer utilizing the contract. Pat has also led this contract from a sales perspective since day one.

## Wilson Garcia, Program Manager

**Phone:** 877.898.2997
**Email:** wilsgar@cdw.com
**Organization:** Reports to Amanda Ewertowski, Sr. Program Manager, who reports to Tara Barbieri, Director of Program Sales
**Contract Role and Experience:** Wilson acts as the City's main point of contact for all contract management related aspects of this contract. He assists Account Managers with new member set-up, contract page issues, and assists with Account Manager training. Additionally, he provides the City and National IPA contract reports and Quarterly Business Reviews.

Wilson has acted in a Program Manager capacity with CDW•G since 2005. He utilizes his Masters of Public Administration degree and background in the government sector to continue to provide our customers the level of service and compliance their contracts both need and deserve. Like Pat, Wilson has supported the City's contract since its inception.

## Derrick Graff, Sr. Account Manager

**Phone:** 866.339.7079
**Email:** derrgra@cdwg.com
**Organization:** Reports to Pat O'Brien, Sales Manager
**Contract Role and Experience:** Derrick is the City of Tucson's own dedicated Account Manager. He assists the City with any of your technology procurement needs, whether utilizing your own contract, or not. He promptly responds to orders, acts as a subject matter expert for the City's specific technology needs, and collaborates with manufacturer support to provide you the best-valued solutions.

Derrick has assisted CDW•G's government customers for over five years. Derrick knows the importance of providing knowledgeable insight to his customers, and thus continually focuses on Manufacturer training, acquiring certifications in HP, Cisco, Microsoft, Panasonic, VMware, NetApp, EMC, and Symantec. He combines this knowledge and experience to provide the City a high level of support for your contract.

## City of Peoria Information Technology

**Address:** 8401 W. Monroe St. Peoria, AZ 85345
**Dates of Service:** December 1998 – present
**Summary of Service:** The City of Peoria recently placed a large purchase of Toughbooks through CDW•G on the National IPA Panasonic contract, a contract which we partner with Panasonic. This purchase was a refresh project. The City purchased the same products from CDW•G three years prior and were highly satisfied with both the Panasonic products, and the service they receive from CDW•G.

## Navajo County

**Address:** 100 E Code Talkers Drive South HWY 77 Holbrook, AZ 86025
**Dates of Service:** May 1992 – present
**Summary of Service:** Navajo County is a National IPA member and frequently uses the City's contract for their technology needs.

**Mohave County**
**Address:** 700 W Beale St Kingman, AZ 86402
**Dates of Service:** September 1993 – present
**Summary of Service:** Mohave County utilizes a number of cooperative contracts, including National IPA. Derrick assists them in determining which of these contracts fits the needs of each project the best.

8. Provide information regarding if your organization ever failed to complete any work awarded.

At the time of submission and to the best of our knowledge, CDW•G has never had a contract terminated for cause.

9. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Though CDW•G has been involved in litigation none has or is expected to impact our ability to provide products and services on this agreement. We have not filed any bankruptcies. We reorganized with new ownership in August 2007, resulting in transition from a publically traded company to a return to the private sector.

# Tab Eight

## D. Technology

CDW·G® PEOPLE WHO GET IT

# D. Technology

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
    a. to search for products
    b. to find alternate products (if a certain product is not available)
    c. to perform side-by-side price comparison of products
    d. to order products
    e. to order products in advance (i.e., how far in advance of required delivery date can an order be placed?)
    f. to track order status, to include backordered items
    g. to determine when an item was received and who received it
    h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
    i. to create approval paths/levels for orders, to include creating an approval path for restricted items
    j. to create a "favorites" list or other personalized list of frequently ordered items
    k. to create a "shared" list for an agency to use
    l. to obtain online customer service
    m. to receive online training
    n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
    o. to track their budget for purchases
    p. to generate reports

Each Agency utilizing the contract has their own customized CDWG@work extranet that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web – and we continue to develop enhancements based on customer feedback. Our extensive suite of extranet tools is provided to contract users at no additional cost.

We have enabled more intetactive information about updates to the website via http://www.cdwsiteinfo.com/ . In January 2013 we released a CDW•G Specific Site BLOG via http://www.cdwsiteinfo.com/category/about-our-site/blog/cdw-g/.

This BLOG includes a site overview as a movie and PDFs describing all the value added features, including:

- Streamline the ordering process
- Facilitate product standardization
- Automate purchase approvals and control rogue purchasing
- Communicate standards to all users

- Maintain customized catalog(s)
- Reduce time spent researching and purchasing IT products
- Maintain consistent pricing across the organization
- Create quotes right from your shopping cart
- Provide up-to-date order and delivery status including backorders
- Track purchases by each subsidiary and affiliate
- Simplify software licensing and ensure compliance that minimizes costly fees
- Track your IT assets across your organization
- Provide flexible reporting capabilities using pivot table technology
- Track up to three years of purchase history
- Upload reports in Excel format
- Access online chat support

Our web capabilities provide an extra level of convenience, customization, and efficiency for all users. Our award-winning e-Procurement tool brings customers:

**Speed** — Customers can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, authorized purchasers can procure the best solutions at the best price from one of the industry's largest inventories of brand-name products. Consolidating purchases through our "one-stop shop" saves customers both time and money.

**Information** — Our extranets provide the industry's most comprehensive suite of e-Procurement tools to gather the breadth and depth of detail to help make the right purchasing decisions. The site puts customers in direct contact with their Account Manager who can personally guide with suggestions and recommendations to help make informed purchase decisions.

**Reporting** — As a rich source of detail on purchase history, license agreements, and asset tracking, CDWG@work lightens the burden of report generation. This customizable extranet is a productivity-enhancing tool, giving the exact detail customers require whenever they need it. As detailed in Question #10 of this section, customers can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files.

The value-added benefit of a customized extranet is the ability to manage data and information that will enable customers to make more cost-effective decisions. It also reduces the administrative and purchasing costs involved in procurement.

## Extranet Features

We provide specific features of a customized extranet below:

**Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly**

Agencies can view the City's contract pricing, right from their extranet. City of Tucson contract users can view all eligible contract pricing as they shop. Their extranet automatically provides their special pre-qualified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

**Account Team — Access Expert Support with a Personal Touch**

CDWG@work allows customers to work directly with your dedicated Account Manager and team of sales support, as well as customer service professionals and certified technicians during every step of the purchasing cycle. CDWG@work displays pictures of the customer's Account Team, view their contact information and check their availability in and out of the office.

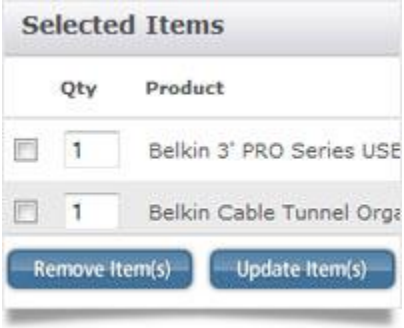
**Online Quotes — Create, Review and Place Orders in Minutes**

Purchasers can review quotes online just moments after their Account Manager create it. From here, users can print it, forward it to colleagues or manager for pre-authorization, or convert it to a live order. This feature also lets customers create their own quote right from their shopping cart, in addition to viewing contracts, volume and bid pricing online.

**Company Solutions — Compare and Buy Single or Bundled Products with One Click**

This CDWG@work capability enables agencies to customize their extranet home page to show the products and configurations their organization uses, and to streamline standard product orders. They can choose a variety of formats to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there is no guesswork when making repeat purchases on your standardized solutions. CDWG@work also allows customers to perform quick product searches and to "comparison shop" by viewing side-by-side, detailed product descriptions before they even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

**Catalogs and Custom Catalogs – Limit Product Purchase Rights**

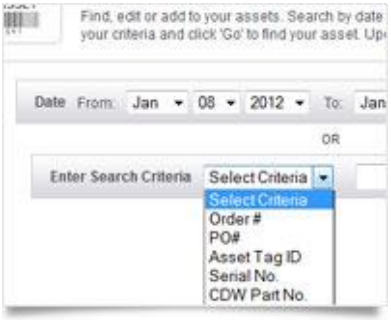



**Compare Products.** Easily compare products to find the best product for your needs.

The catalog feature allows agencies to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of end-users based on: Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords that drive the Search Engine are also available to search for product. This allows purchasers to refine items listed before making them a part of their agency's custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as well. Once applied to a group or PAS workflow, they can really help control the spending habits of end users and help keep IT budgets on only the standard of items approved.

**Asset Management — Follow Asset-Tagged Hardware throughout Agencies**

CDWG@work provides an online asset management tool to track asset tagged products. Products are searchable by serial number, order number, date of purchase, product description, warranty length, invoice number, or location. Users can even create their own custom fields and add or enter products purchased from other vendors. This extranet feature also allows customers to modify their records to reflect the transfer of equipment from one location to another, a real plus for customers with multiple locations. Asset Management then lets the user create and download a detailed report of their hardware assets.

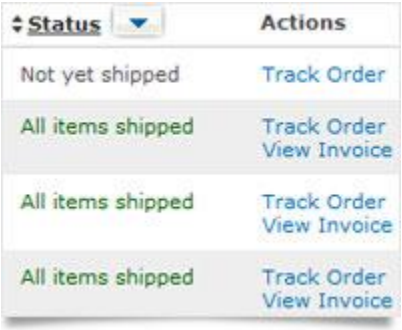



**Manage Assets.** Track all your products, even those not purchased at CDW•G

**Account Linking — View, Place and Track Orders from Multiple Addresses**

Account Linking lets customers view, place and track orders, including historical purchases across multiple bill-to addresses. A single login gives authorized users a way to efficiently access their order status from across the enterprise to anywhere in the world. This eases the challenge of multiple purchases from disparate locations by centralizing the purchasing process, yet offering the flexibility to place and track orders by address and location.

**My Purchases — Track Order Status and Purchasing History Instantly**




**Track Purchases.** Track order and view invoices conveniently from one location.

This feature offers a full breadth of tools to track order status, purchasing history and financing options. Original invoices can be printed; giving a view into outstanding balances and invoices, credits, adjustments and/or payments. Agencies can download their purchasing history in preferred time increments (such as month-to-date, last six months, prior year, etc.) in any number of formats. The system lets users automatically save this data in spreadsheet or database applications. Authorized users can readily search their order, get a tracking number, check shipping status, and request a Return Merchandise Authorization (RMA).

**Purchasing Authorization System (PAS) — Streamline Purchasing Approvals**

CDWG@work also automates the approval process. PAS enables customers to restrict their employees' purchasing power and to automate required approvals before they place any order. PAS bypasses the laborious step of having a purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems, which can all function independently for many departments/locations within the procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on their extranet.

**Monitor Purchases.** PSA removes the need for a purchasing admin to personally place each order.

**Product Finders — Easily Find the Right Accessories and Supplies**

CDWG@work and CDWG.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions, and other devices. Customers can also search for desktops and notebooks. Product Finders guides to the technology solutions that fit agencies needs and will even help find information for discontinued models. These Finders were designed to ensure compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection, and cases and bags.

2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD", a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.

The City can review the current contract's CDW•G Premium Page at www.cdwg.com/nationalipasolutions. When placing an order, agency members log into their own personal CDW•G Extranet to complete the procurement. This account is available twenty-four hours a day, seven days a week. On this site, agencies can compare products, quickly find compatible accessories, and select from a number of shipping options. However, this account offers more than just ordering functions. Agencies can track spend history, manage assets, and create customized reports. If they are in need of customer service assistance, they can reach their account manager, chat with or email a representative, and even place an RMA request. For an Extranet tour, visit http://www.cdwsiteinfo.com/extranet-video/.

The Extranet is not the only site we offer helpful tools to our customers, our main page, cdwg.com has a plethora as well. For a tour of this site's functionalities, visit http://www.cdwsiteinfo.com/cdw-site-tour/.

CDW•G will continue to build new e-Procurement solutions and feature enhancements based on customer feedback. We strive to regularly incorporate new features and capabilities that ease inventory headaches.

3. Describe any national awards and/or other recognition that your website has received.

In May 2012, CDW•G was ranked No. 10 on the list of America's 500 largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide for the third consecutive year.

4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?

CDW•G does not have any scheduled extranet down time. Our website's availability is above 99.95%. We are constantly imaging and activating revisions while the site is fully operational. CDW•G works to ensure that there is redundancy in place to minimize any risk of downtime for contract purchasers.

We typically inform our customers of scheduled extranet outages 24-48 hours in advance. When these outages must occur, which is not often, we tend to schedule them on weekends when there is the least impact on the customer. In 2012, our site was only down for maintenance Sunday during the week of 4th of July and Sunday before Labor Day in September. We are capable of advising customers of any significant change (SSL Certificate Update, Change in IP block being used, major look and feel update) 45 days ahead of the scheduled change. Customers can let their Account team know if they would like to be added to this notification list.

5. Does your website offer real time product availability?

Yes, most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Our channel distributor partners send us daily EDI downloads, which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.

Using a Just-In-Time inventory management system, our purchasing department excels at keeping a one- to four-week supply of products in our distribution centers (depending on current sales volume trends for each product). We scan inventory as it enters the distribution center, as it moves through the fulfillment

process, and before it leaves the centers. This allows us to maintain near perfect inventory accuracy. The system processes and transmits each scan in real-time, providing immediate inventory updates.

6. Does your website offer order size incentives? For example, if an order reaches a certain amount, is there a discount that is offered and, if so, how is that conveyed to the customer?

No, our site does not currently offer order size incentives. However, due to the relationships our Account Managers have with their customers, they are often engaged in large purchases from the onset, and work with our Manufacturer partners to gain further cost savings. In rare instances where an Account Manager not be engaged in the process prior to the order being placed, they review all orders that would potentially fall within this category, and would address the potential savings at that time.

7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

The CDW•G website generates customer email confirmations for events including quote and order confirmations, notification of back orders, as well as shipment notifications. Customers can enroll in paperless billing to receive all invoices via email, and they can schedule an email reminder to order the products frequently used. Additionally, order status information is available 24 hours a day on the customer's CDW•G Extranet.

8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

Wilson Garcia, your dedicated Program Manager, adds new members to the contract typically within a week of receiving a new member list from National IPA. Should a new member need immediate access to the contract, CDW•G Account Managers have been trained to request the new member forward them the confirmation they receive from National IPA. The Account Manager then provides this confirmation and the customer's CDW•G account number to Wilson, who immediately adds them to the system for contract access. If the agency does not already have an Extranet account, there are a few short steps for them to create an account. Once the customer creates their account, they simply log on to access the contract. Account Managers provide any registration assistance.

9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc.

Your Program Manager, Wilson Garcia, works with the City and National IPA to customize the contract site as detailed in this requirement. As detailed previously, the site currently displays the National IPA logo, displays a customized message, highlights appropriate products, and has fields named as specified by the City.

Agencies customized extranet home page will provide authorized users with quick and easy access to the following features:

Quick Cart – Enables users to add items directly to their cart by typing in the CDW part number.

Account Team – Displays the “In/Out” status of your dedicated Account Manager and provides immediate and direct access to your dedicated Account Manager via phone fax and email. Also, provides a link to your entire dedicated Account Team.

News – Provides additional information on extranet tools and enhanced features.

Promotions and Updates - Shows current promotions and updates to technology solutions.

Featured Products – Highlights specific products and solutions.

Recent Orders – Displays information for orders for the past 45 days including order status, purchase date, purchase order number, purchaser, and sub-total.

Contracts – Provides details of pricing contracts for your organization and enables you to download pricing for your contracts.

Bundles – Takes the guesswork out of repeat purchases. Administrators can create custom bundles containing their company’s standardized solutions.

Individual Products – Allows administrators to highlight products for quick and easy access.

Comparison Charts – Helps users to compare the features and prices of multiple products during the shopping process and save those comparisons for future reference.

Links – Lets users maintain easy access to manufacturer websites and other helpful online destinations.

There are links to additional extranet features that are only a click away. These features include:

My Purchases – Offers a full breadth of tools to track order status, purchase history, and financial information.

Security Settings – Enables administrators to restrict users’ access to specific functions.

Asset Management – Enables you to create and download a detailed report of your organization’s hardware assets that have been asset tagged.

Software License Tracker – Simplifies software license management and reduces the risk of non-compliance.

Quotes – Enables you to create your own quote right from your shopping cart, forward it for pre-authorization, and convert it to a live order.

Purchase Authorization – Automates approval process and manages users’ purchasing power.

Custom Catalogs – Displays only products approved for purchase by your organization.

Online Chat – Puts users in direct contact with customer relations, technical support, and e-support team representatives.

10. Describe the types of online reporting that are available. Is customized reporting available?

CDW•G's reporting capabilities are extremely flexible and comprehensive. CDW•G Extranet provides access to real-time information in a way that is convenient and easy to use. This is one of the most used areas of our site and we made some significant look and feel changes to the reporting sections in December 2012.

The City of Tucson authorized users have access to your extranet 24 hours per day, 7 days per week. Authorized users have the ability to generate a variety of reports via their agency's extranet.

Data fields include, but are not limited to:

- Product name
- Item description
- Part number
- Cost per unit
- Order quantity
- Delivery location
- Date ordered
- Purchase Order#
- Purchased by

**User – Friendly Reporting.** Customers can customize their own reports in their extranet.

Agencies can view standard reports, and create and save custom reports. Reports can also be generated for a variety of timeframes; differentiated by site, division, department, buyer, city, state, product, etc. Users can select from Microsoft Excel, CSV and tab-delimited files for report downloading.

11. Describe your online return process (if available).

In order to return any product to CDW•G, including damaged or defective products, contract users must request a Return Merchandise Authorization (RMA) number.

The most efficient way to request an RMA number is via the customer's CDW•G Extranet. When an RMA request is entered, the system automatically checks several factors to see if the RMA can be automatically approved. If the return meets these factors, the RMA number is emailed directly to the customer. Should the auto-approval criteria not be met, the RMA will route to Customer Relations for processing. The benefit of our automated system is faster turnaround time on most RMA approvals.

Once CDW•G has processed the request, the customer receives an email with the RMA number. The approved RMA number must be clearly noted on the shipping label of each box.

12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?

CDW•G has implemented ecommerce solutions with over five thousand customers on most of the major purchasing platforms (78 identified for customer integrations as of January 2013). We likewise provide level III/tier 3 credit card reporting and provide financial reports (invoices and histories) in different

automated formats for compatibility with financial systems. While our website is compatible with third party e-commerce solutions, the CDW•G is owned and managed in-house without reliance on third party support for our key web systems.

Below are examples of ecommerce methods CDW•G currently supports with our customers:

**FTP (File Transfer Protocol)**
CDW•G's FTP processing is flexible; we can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We can also exchange stream files – one continuous stream of data (variable length). Naming conventions for files and the number of files exchanged are flexible.

CDW•G or the customer can host the FTP site. UserID and Password are required to access our FTP site. CDW can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

CDW•G uses PGP to encrypt data exchanged FTP. PGP (Pretty Good Privacy) is widely available and uses public-key cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW•G can also support FTP using SSH or SSL session encryption.

**EDIINT-AS1**
This communication method uses the e-mail system to transfer encrypted data over the internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

**EDIINT-AS2**
This method uses the internet to exchange data. This communication method uses an HTTP post (language of web sites) to transfer encrypted data over the internet. The partner needs to have an AS2 compliant software package that can encrypt and decrypt EDIINT AS2 data.

**HTTPS (HyperText Transmission Protocol, Secure)**
This method allows CDW to send and receive data through a Web Server using HTTP/S. HTTP is traditionally used for displaying interactive Web pages, but can also be used as a communication method.

**VAN (Value Added Network)**
A VAN is the least desirable method due to the fees incurred for this third-party service. CDW•G will be happy to work with you in any capacity to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to a VAN and the VAN should exchange in a secure fashion as well.

13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

The CDW•G website is the 10th largest website in the world measured by revenue volume. While we no longer release specific website sales numbers, past numbers indicate that our website is now processing over $2 billion per year in transactions. Additionally, the website is estimated to assist with another $4 billion in sales that are finalized on the phone or via purchase order.

The extreme volume and business-critical nature of the CDW•G website means we must focus on usability and uptime at all times. CDW•G employs over 200 in house IT personnel to keep the website accurate and running; their success is reflected in the less than 6 minutes of unplanned downtime last year - an uptime exceeding 99.997%.

Because the website processes such volume, new functionality is constantly in the works but never fully implemented until we have conducted rigorous testing for usability, compatibility and perceived value to our customers. In February 2012 CDW•G rolled out a new look to our website that changed the colors and locations of some of the features, but did not constitute an underlying significant change to the website core or hardware. We made these changes so that the site would be more intuitive, and so that there was more continuity across all the pages/features/tools located on the site. We redesigned our FAQ area and made it interactive via http://www.cdwg.com/explore and added PDF and streaming content. We have also added a new Solutions & Services section, which contains streaming content and white papers that cover all the comprehensive categories where our software and hardware solutions pair with best in class support and advanced technology services.

As a world-leading website, the CDW•G site has the functionality to be compatible with our most advanced customer needs, including advanced security, multi-level approvals, asset tracking and others. Our staff of 200 will always be expanding these capabilities as advancements in technology and customer needs dictate.

# Tab Nine

## Proposed Alternative Contract Language

CDW·G® PEOPLE WHO GET IT

# Proposed Alternative Contract Language

CDW•G proposes the following changes and alternative language, which are identical to those found previously acceptable by the City for the current agreement. As requested, our payment address is as follows.

Remit address:
75 Remittance Drive, Suite #1515
Chicago, IL 60675-1515

## RFP

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**2.2 Pricing Commitment**

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) ~~to~~ Public Agencies nationwide and further commits that if a Participating Public Agency ~~is eligible~~ for lower pricing ~~through a national, state, regional or local or cooperative~~ ~~contract, that the~~ Supplier will match such lower pricing to that Participating Public ~~Agency under the Master Agreement.~~

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**2.3 Sales Commitment**

Supplier ~~commits to aggressively market the Master Agreement as its go to market~~ ~~strategy in~~ this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Pages 6 - 7 of 25,

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited by a Principal Procurement Agency
~~ii. Best government pricing~~
~~iii.~~ii. No cost to participate
~~iv.~~iii. Non-exclusive contract

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**MONTHLY REPORTING & FEES**

10. Supplier shall pay National IPA ~~an~~ a quarterly administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by ~~Principal Procurement Agency or National IPA~~ Supplier. Monthly reports and the quarterly administrative fee applicable to each quarter are due within 30 days of the end of each calendar quarter as set forth above. Auditing is solely for the purpose of verifying Supplier's compliance with this Agreement. The audit must be pursuant to a signed Supplier's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Supplier is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.

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National IPA or its designee may, at National IPA's sole discretion, compare public agency records with Monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage outside services to conduct an independent audit of Supplier's Monthly reports ~~and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit~~ at National IPA's expense.

# NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

**SCOPE OF WORK**

~~**7. DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.~~ All defective products shall be replaced in accordance with Vendor's then-current return policy which may be modified by Vendor from time to time. To obtain Vendor's current return policy, the City

should contact CDW Customer Relations at 866.SVC.4CDW or via email at CustomerRelations@cdw.com. The City must notify CDW Customer Relations of any damaged products within ten (10) days of receipt.

## SPECIAL TERMS AND CONDITIONS

~~**2. FOB DESTINATION FREIGHT PREPAID:**~~ Prices shall be FOB Destination Freight Prepaid to the delivery location designated. ~~Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection~~. If the City provides the Supplier with the City's carrier account number or selects a carrier other than a carrier that regularly ships for the Supplier, title to products and risk of loss or damage during shipment pass from the Supplier to the City upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to products and risk of loss or damage during shipment passes from the Supplier to the City upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s) and the City's rights therein are contained in the license agreement between such licensor(s) and the City. A purchase money security interest is retained in the products to secure payment in full. The City authorizes the Supplier to file a financing statement reflecting such security interest and, if requested, the City will record such purchase money security interest on its books

**5. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal~~,~~ and State~~, and local~~ licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

## STANDARD TERMS AND CONDITIONS

**2. AFFIRMATIVE ACTION:** Contractor shall abide by ~~the provisions of the Tucson Procurement Code Chapter 28, Article XII~~ all applicable federal and state laws.

**8. CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any of its rubbish from the premises and all tools, scaffolding, equipment and materials ~~not~~ that are the property of the ~~City~~Contractor. Upon completion of the repair, the Contractor shall leave the work and premises in ~~clean, neat and workmanlike~~ the same condition as before the work began, excepting normal wear and tear.

**10. CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls ~~that are acceptable to the City~~ for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

**~~15. EXCLUSIVE POSSESSION:~~** ~~All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.~~The City's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Contract that are embodied in such work or materials ('Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for the City's internal use. The City will have no ownership or other property rights thereto, and the City shall have no right to use any such Work Product for any other purpose whatsoever. The City acknowledges that the Contractor may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). The City agrees that its right to use Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties

**19. HUMAN RELATIONS:** Contractor shall abide by ~~the provisions of the Tucson City Code Chapter 28, Article XII~~all applicable federal and state laws.

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all claims brought by a third party for death or personal injury to a third party, or damage to tangible personal property suffered or incurred by the City allegedly resulting from the grossly negligent or willful misconduct of the Contractor, its employees, agents, contractors, representatives or affiliates. However, notwithstanding the prior sentence, a claim for death or personal injury to a third party or damage to tangible personal property shall not be an indemnified claim if such claim or damage was caused in whole or in part by the actions of the City, its employees, agents, contractors or representatives. Indemnified claims also do not include any damages or liability excluded in this bid. In addition, the Contractor will not be liable, through indemnification or otherwise, for any loss, damage, expense, liability, action, suit or proceeding allegedly arising out of loss or damage to software or the data processed by such software or hardware, or loss of use of hardware. ~~allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.~~ The obligation of the Contractor to indemnify and hold the City harmless is contingent upon the City providing the Contractor with (i) prompt written notice of and description of each claim, (ii) sole authority to defend or settle any such action, suit or proceeding, and (iii) all reasonable assistance in any such defense.

**~~22. INSPECTION AND ACCEPTANCE:~~** ~~All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.~~ Acceptance occurs on the date that products are delivered subject to Contractor's standard return policy. Contractor offers a thirty (30) day return policy on most of the products that Contractor sells to its customers. Some manufacturer restrictions apply. Please refer Contractor's return policy which is available through your account representative or at www.cdwg.com

**24. LICENSES:** Contractor shall maintain in current status all Federal and, State~~, and local~~ licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

**26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must ~~fully~~ substantially comply with all provisions of this Contract. If a tender is made which does not ~~fully~~ substantially comply, this shall conform to the termination clause set forth within this document.

**30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. ~~If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.~~

**32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to verifying Contractor's compliance with this Contract. Any Contract audits must be pursuant to a signed Contractor's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.

~~**34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.~~

**40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any material term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

The Contractor shall have thirty (30) days from receipt of notice from the City to cure any default.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only warranties offered are those of the manufacturer, not the Contractor or its affiliates. In purchasing the products, the City is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

The City expressly waives any claim that it may have against the Contractor or its affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a “Claim”) with respect to any product and also waives any right to indemnification from the Contractor or its affiliates against any such Claim made against the City by a third party. The City acknowledges that no employee of the Contractor or its affiliates is authorized to make any representation or warranty on behalf of the Contractor or any of its affiliates that is not in this Contract.

In connection with the products, certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. The City hereby releases the Contractor and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

If in connection with the provision of products, the City desires to have the Contractor provide installation of custom software images, the City will be required to execute an Installation Indemnity Agreement, a form of which is provided at http://www.cdw.com/forms/indemnity/app.asp.

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL THE CONTRACTOR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST THE CITY BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE CITY'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY THE CONTRACTOR OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY THE CONTRACTOR OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF THE CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY THE CITY FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM; OR (B) $50,000.00.

# Tab Ten

## Appendix

CDW·G® PEOPLE WHO GET IT

# CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

## 1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.

- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).

- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

## 2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.

- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.

- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.

- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

## 3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

## 4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
CDW GOVERNMENT LLC

[Work Orders]

See following pages (to be attached subsequent to execution).