



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Agreement No.: # 1335071

- a. Authorize the Director of Information Technology, or his designee, to execute Amendment No. 1 to the non-standard Agreement with CDW-Government LLC (CDW-G), incorporating the terms of CDW-G's existing National Intergovernmental Purchasing Alliance Company "National IPA" Master Agreement No. 2018011-01, via the City of Mesa, Arizona to purchase software, hardware and services such as financing, consulting and technical support through February 21, 2024. The aggregate amount over the term of all Agreements shall not exceed \$1,537,800.00 annually in accordance with the terms and conditions set within each Agreement.
- b. Approve and authorize the Director of Information Technology to amend agreement # 1335071 with Lenovo Financial Services to include leasing services with CDW-Government LLC for desktop leasing services. The amendment shall be from the date of execution through and including February 21, 2024;
- c. Approve and authorize the Director of Information Technology, or his designee, to sign acceptance and delivery documents and related forms for the execution of leasing services.
- d. Authorize the Director of Information Technology, or his designee, to execute order forms and such documents as are necessary to implement the Amendment with CDW-G for the County's purchase of software, hardware and services such as financing, consulting and technical support; and
- e. Authorize the Director of Information Technology to sign, subject to prior County Counsel review, two (2) additional future order forms and renewals, extending the term of the agreement for one (1) additional year per order form, where there is no significant change to the Scopes of Work and provided any increases in cost do not exceed ten percent of the original contract amount (\$153,780 total maximum cost increase).
- f. Accept non-standard contract provisions as recommended by the Director of Information Technology.

PASSED AND ADOPTED on this 8th day of December 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

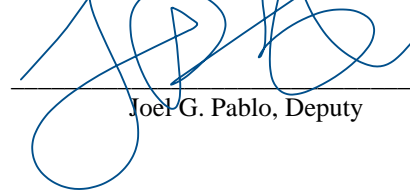
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 8, 2020.

Dated: December 8, 2020

File ID: A 20-502

Agenda Item No.: 63

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Pablo, Deputy



ADDENDUM TO MASTER LEASE AGREEMENT # 1335071

This Addendum to Master Lease Agreement # 1335071 is made a part of that certain Master Lease Agreement ("Lease") between Lenovo Financial Services and MONTEREY, COUNTY OF executed on 09/03/2019. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Lease. The Parties agree as follows:

- 1. A new Section 20 is added to the Lease

MASTER P.O.: We have issued or will issue a Master Conditional Purchase Order ("Master P.O.") to CDW-G. ("Vendor"), providing for the purchase by us from time to time of Products that you request be leased by us to you under orders you place with Vendor as evidenced by Vendor quotes ("Quotes") issued by Vendor which result in the delivery of the Products up to the dollar limit of the Master P.O. You authorize us to disclose to Vendor, the amount of your Master P.O. limit from time to time, which amount may be terminated or otherwise changed at anytime by us. You agree to forward accepted Quotes as presented by Vendor to us and Vendor via email which confirms your order of the Products and desire to incorporate that Quote in a Schedule under the Lease. You represent and warrant to us that each Quote forwarded to us from you will have been completed and transmitted to us by a duly authorized employee of your company who has the proper authorization to bind you. (Monthly), we shall present you with a Schedule to the Lease, which is the aggregate of the Quotes issued during the month. However, if a Schedule does not result from the Quotes, and Products have already been delivered, then Lessee shall be solely responsible for payment obligation to Vendor.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the dates set forth below.

Lenovo Financial Services

By: Magaline Gilbert
Title: Accounting Analyst
Date: 11/24/20

Lessee: MONTEREY, COUNTY OF

By: Eric Chatham
747D862C7BD04AE...
Title: Director of Information Technology
Date: 12/28/2020 | 10:07 PM PST

DocuSigned by:
Katherine Hansen 12/26/2020 | 8:26 AM PST
96A1342C7B2A487...

DocuSigned by:
Gary Gibonty 12/28/2020 | 5:23 PM PST
D3834BFEC1D8449...



Master Lease Number: 1335071

Master State & Local Government Lease Agreement

This Master State & Local Government Lease Agreement #1335071 (the "Master Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you, your and lessee** mean you, our customer. The words **we, us, our and the lessor**, mean Lenovo Financial Services

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment ("Equipment"), and finance any software and/or services described in any schedule (collectively the "Products") that incorporates this Master Lease by reference. A schedule to this Master Lease ("Schedule") shall incorporate this Master Lease by reference by listing the Master Lease Number set forth above on the Schedule. Each Schedule that incorporates this Master Lease shall be governed by the terms and conditions of this Master Lease, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute an agreement separate and distinct from this Master Lease and any other Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of the Schedule shall govern but only with respect to that Schedule. The termination of this Master Lease will not affect any Schedules executed before the effective date of such termination. If you have entered into any purchase agreement or purchase order ("Purchase Contract") with any Vendor (as set forth on the applicable Schedule), you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Products to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. Each Schedule, upon the delivery to us of a signed Delivery and Acceptance Certificate, will be deemed irrevocably accepted by you and you will continue for the number of months specified in the Schedule, unless earlier terminated in accordance with Section 16 of this Master Lease. The first Lease Payment (as specified in the applicable Schedule) is due on or after the date the Equipment is delivered to you. The remaining Lease Payments (as specified in the applicable Schedule) will be due on the day of each subsequent month (or such other time period specified in each Schedule) designated by us. You will make all payments required under such Schedule to us at such address as we may specify in writing. If any Lease Payment or other amount payable under any Schedule is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment, or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law.)

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT VENDOR BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of each Schedule any warranties made by the manufacturer or Supplier with respect to the Equipment leased pursuant to such Schedule.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You may move the Products within the continental United States provided you give us written notification of the move within 30 days of the move, and you agree that you will be liable for any increase in any personal property taxes as a result of that relocation. For laptop computers, PDAs, and other mobile devices, the location listed on the Schedule is its base location ("Base Location") but these mobile devices may be temporarily located at other locations and you will notify us and be responsible for any tax increases should the Base Location change. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws, and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time after advance notice to you. Unless you purchase the Equipment in accordance with the terms of the applicable Schedule, at the end of or upon termination of each Schedule you will immediately return the Equipment subject to each expired or terminated Schedule to us, in good condition and repair, subject to ordinary wear and tear, to any place in the United States that we tell you. You will pay all remaining unpaid lease payments, late charges, insurance charges, and our estimated property taxes on the Products (based upon the prior year's actual property tax), shipping and other expenses, and you will insure the Products for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Products through the end of the initial or any renewal lease term of any Schedule.

You may, at the time of providing your end of lease notice to us, elect to substitute and return a similar piece of equipment at end of a Schedule in the event the specific piece of Equipment that has reached end of lease is not immediately available for return. In order to elect a like for like return, you must identify the Equipment being retained by serial number and the Equipment being returned shall be the same model, configured similarly, as the Equipment being retained. If the substituted Equipment was also leased by us, the Equipment retained past its original end of lease date must then be returned to us at or before the end of lease date for the substituted Equipment that was previously returned. If the substituted Equipment is not under a lease with us, then you shall at the time of return, provide us with a bill of sale for the substituted Equipment providing us with free and clear title to the substituted Equipment.

4. DATA SECURITY: Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Products are shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Products, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

5. TAXES AND FEES. You are responsible for all sales and use (unless you provide us with an acceptable Sales/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Products, now or hereafter imposed, or assessed by any state, federal, or local government or agency. You agree to pay when due, or reimburse us for, all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or annually as invoiced by us. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your own expense, (b) the contest will not result in any sort of lien being placed on the Products or otherwise jeopardize our rights in any of the Products, (c) you pay us for any taxes we remitted to the taxing authorities even though you be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

6. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively, "Loss") from any cause at all, whether or not insured, until delivered to us at the end of the applicable Schedule. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 10(b) of this Master Lease.

7. INSURANCE. You will provide and maintain at your expenses property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee; and (2) public liability and third party property insurance naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (1) and (2) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: Lenovo Financial Services
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

LESSEE: Monterey, County Of
Lessee Legal Name

Lessee "Doing Business As" Name
1590 Moffett Street
Street Address
Salinas, CA 93905
City, State, Zip

x Magalie Gilbert 8/5/19
Authorized Signature Date Signed
Magalie Gilbert
Print Name
Authorized Signature
Print Title

x Eric A. Chatham 9/3/19
Authorized Signature Date Signed
x ERIC A. Chatham
Print Signer's Name and Title
x 94-6000524
Federal Tax ID

8. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default has occurred and is continuing under this Master Lease or the relevant Schedule, you will have the option (other than \$1 purchase option leases) at the end of the initial or any renewal term of a Schedule to: (a) purchase all or a portion of the Products covered by such Schedule at the Purchase Option price shown on such Schedule, plus any applicable taxes; (b) return all of the Products or any portion of the Products not purchased or renewed by such Schedule by the Schedule termination date; or (c) elect a fixed term renewal of all or a portion of the Products at the fair market rental value of the Products. We will use our reasonable judgment to determine the Product's fair market rental value as configured, in place and installed ("Fair Market Rental Value"). You agree that the Fair Market Rental Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing lessor and a willing Lessee, including costs to make the Products fully operational. If you do not agree with the determination of the fair market rental value, the fair market rental value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to the Parties.

To exercise any of these options you must provide written notice to us at least 90 days but not more than 180 days before the end of the initial term of a Schedule that you will either return, purchase or renew the Schedule as set forth above. If you elect a partial return, purchase, or renewal of Products, you will identify the impacted Products by serial number in your end of lease notice. If you fail to provide this notice or if, having given such notice, you do not purchase, deliver the Products in accordance with the terms and conditions of this Lease and the applicable Schedule, or renew, the Schedule will automatically renew for successive month to month renewals until an end of the Schedule notice has been provided and acted upon. If you elect to exercise a return, purchase or renewal of some but not all Products, your notice must identify which Products are going to be returned, purchased or renewed. During any renewal term this notice period is reduced to 30 days prior to the end of the renewal term. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

If the Fair Market Value Purchase Option has been selected under any Schedule, we will use our reasonable judgment to determine the Product's fair market value as configured, in place and installed ("Fair Market Value"). You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing buyer and a willing seller, including costs to make the Products fully operational. If you do not agree with our determination of the Product's Fair Market Value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to both parties. Upon payment of the Purchase Option price, we will transfer our interest in the Products to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and the applicable Schedules will terminate. To secure payment of all amounts due to us, to the extent permitted by law, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. You authorize us to file financing statement(s) to protect our interest in the Equipment.

9. DEFAULT. Each of the following is a "Default" under this Master Lease and any Schedule: (a) you fail to pay any Lease Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Master Lease or any Schedule or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Master Lease or in any instrument you have provided us proves to be incorrect in any material respect.

10. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Lease and/or any or all Schedules and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to Section 16, we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual value in the Products each discounted at 4% per year, plus (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Master Lease or any Schedules, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Master Lease or any Schedules. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice.

11. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to a Schedule, such Schedules will be considered a "finance lease" as that term is defined in Article 2A. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

12. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS MASTER LEASE OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH US ACTING IN A COMMERCIALLY REASONABLE MANNER. We may, without notifying you, sell, assign, or transfer this Master Lease or any Schedule and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Master Lease and any Schedule but not our obligations, which obligations we will remain responsible for. The rights of the new owner will not be subject to any claims, defenses or set-off that you may have against us or the supplier.

13. INDEMNIFICATION. To the extent not prohibited by applicable law, You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the manufacture, installation, ownership, use, lease, possession or delivery of the Products or any defects in the Products and (b) all reasonable costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us against, any Claims, except Claims caused by our willful misconduct. You agree that your obligations under this section and the Taxes and Fees section of this Master Lease shall survive the termination of this Master Lease for Claims arising during the term of this Master Lease or any Schedule.

14. MISCELLANEOUS. You agree that the terms and conditions contained in this Master Lease and any Schedule make up the entire agreement between you and us regarding the lease of the Equipment. This Master Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Master Lease or any Schedule must be in writing and signed by us, either manually or by electronic transmission. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Master Lease. If we delay or fail to enforce any of our rights under this Master Lease or any Schedule, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Master Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Master Lease or any Schedule. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Master Lease or any Schedule, we have the right, but not the obligation to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay.

IF A SIGNED COPY OF THIS MASTER LEASE OR A SCHEDULE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS MASTER LEASE OR A SCHEDULE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE APPLICABLE SCHEDULE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED MASTER LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS MASTER LEASE, WE MAY PRODUCE A COPY OF THE MASTER LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS MASTER LEASE. TO THE EXTENT (IF ANY) THAT ANY SCHEDULE TO THIS MASTER LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THE SCHEDULE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS MASTER LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS MASTER LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Master Lease, each of you agrees that your liability is joint and several.

15. FUNDING INTENT. You reasonably believe that funds can be obtained to make all Lease Payments during the Term of any Schedule and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with preparing the budget submitted to your governing body, as applicable, will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body elects not to appropriate funds for such payments, it shall evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget it adopts. You and we agree that your obligation to make Lease Payments under any Schedule will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. It is your intent to make Lease Payments for the full Term of any Schedule if funds are legally available therefore you represent, warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its governmental purposes.

16. NONAPPROPRIATION OF FUNDS. In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder) under a Schedule, and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g., written certification by your legal counsel) and the Schedule shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 16 will not be construed so as to permit you to terminate any Schedule in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

17. AUTHORITY AND AUTHORIZATION. You represent, warrant and covenant to us that: (a) You are a State or political subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Master Lease and Schedules; (c) this Master Lease and any Schedule have been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Master Lease or Schedules; (e) the entering into and performance of this Master Lease and Schedules will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Master Lease or any Schedule; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have complied with all bidding requirements and, where necessary, by due notification have presented the Master Lease, the Schedule and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Master Lease and Schedules in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Schedules for the then current fiscal period. You shall be deemed to have reaffirmed the representations and warranties set forth in this Section 17 each time you execute a Schedule to this Master Lease. Contemporaneously with your execution of a Schedule to this Master Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set forth in clauses (a) through (h) of this Section 17.

18. GOVERNMENT USE. YOU REPRESENT, WARRANT AND COVENANT AS FOLLOWS: (A) YOU SHALL COMPLY WITH THE INFORMATION REPORTING REQUIREMENTS OF §149(e) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (CODE), INCLUDING BUT NOT LIMITED TO, THE EXECUTION (AND DELIVERY TO US) OF INFORMATION STATEMENTS REQUESTED BY US; (B) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE AN ARBITRAGE BOND WITHIN THE MEANING OF §148 OF THE CODE; (C) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE A PRIVATE ACTIVITY BOND WITHIN THE MEANING OF §141 OF THE CODE; (D) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THE INTEREST PORTION OF THE LEASE PAYMENTS TO BE OR BECOME SUBJECT TO FEDERAL INCOME TAXATION UNDER THE CODE, EXCEPT AS SUCH INTEREST PORTION MAY BE TAKEN INTO ACCOUNT AS AN ADJUSTMENT IN DETERMINING THE ALTERNATIVE MINIMUM TAX AND ENVIRONMENTAL TAX IMPOSED ON CORPORATIONS; AND (E) YOU SHALL BE THE ONLY ENTITY TO OWN, USE OR OPERATE THE EQUIPMENT DURING THE TERM. YOU SHALL BE DEEMED TO HAVE REAFFIRMED THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS SECTION 18 EACH TIME IT EXECUTES ANY SCHEDULE. IF YOU BREACH ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS MASTER LEASE AND, AS A RESULT OF SUCH BREACH, THE INTEREST PORTION OF ANY LEASE PAYMENT BECOMES INCLUDABLE IN GROSS INCOME OF ANY OWNER THEREOF FOR FEDERAL INCOME TAX PURPOSES, YOU SHALL PAY US PROMPTLY AFTER SUCH DETERMINATION OF TAXABILITY AND ON EACH LEASE PAYMENT DUE DATE THEREAFTER, AN ADDITIONAL AMOUNT DETERMINED BY US TO COMPENSATE US FOR THE LOSS OF SUCH EXCLUDABILITY (INCLUDING, BUT NOT LIMITED TO, COMPENSATION RELATING TO INTEREST EXPENSE, PENALTIES OR ADDITIONS TO TAX), WHICH DETERMINATION SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.

19. CHOICE OF LAW. This Master Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the State where the Equipment is located. If any provision of this Master Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Lease or any Equipment or Payment Schedule. This Master Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

mesa az

Contract Title: INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

Contract Number: 2018011

Amendment Number: 1

Description of Change: Amendment to incorporate the below "Federal Certifications" document with the Contract.

Effective Date of Change: 8/7/2018

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

CDW GOVERNMENT, LLC.:



Signature

Christina V. Rother

Printed Name

9-4-18

Date

City of Mesa:

Signature

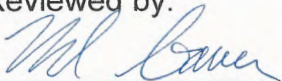


City Manager Designee

Date

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of Mesa, ou=Business Services Department,
email=ed.quedens@mesaaz.gov, c=US
Location: City of Mesa
Date: 2018.09.12 07:32:25 -07'00'
Adobe Acrobat version: 2018.009.20050

Reviewed by:



Signature

Matt Bauer

Printed Name

9/12/2018

Date

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES CVR Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES CVR Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES CVR Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

CONTRACT AMENDMENT

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES CNR Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES CNR Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES CNR Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES CNR Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

CONTRACT AMENDMENTDoes offeror agree? YES CVR Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES CVR Initials of Authorized Representative of offeror**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES CVR Initials of Authorized Representative of offeror**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES CVR Initials of Authorized Representative of offeror**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES CVR Initials of Authorized Representative of offeror**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview

CONTRACT AMENDMENT

and discussion relating to such documents.

Does offeror agree? YES CVR Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES CVR Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.


Offeror's Name: CDW Government, LLC

Address, City, State, and Zip Code: 230 N. Milwaukee Ave, Vernon Hills, IL 60061-9740

Phone Number: 866.339.9816 Fax Number: _____

Printed Name and Title of Authorized Representative: Christina V. Rother

Email Address: psp@cdwg.com

Signature of Authorized Representative:  Date: 9-4-18

City of Mesa, AZ

Contract # 2018011-01

for

Information Technology Solutions and Services

with

CDW Government, LLC

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and CDW Government, LLC., effective March 1, 2018:

- I. Executed Contract
- II. Mayor and Council Approval
- III. Supplier Response
- IV. Original RFP



COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT

John Giles
David Luna
Mark Freeman
Christopher Glover
Francisco Heredia
Kevin Thompson
Jeremy Whittaker

COUNCIL ABSENT

None

OFFICERS PRESENT

Christopher Brady
Dee Ann Mickelsen
Jim Smith

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at \$88,500, based on estimated usage.

- *5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at \$54,000, based on estimated usage.

- *5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City's five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at \$502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

- *5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at \$1,435,319.57 annually; Zone 2, at \$959,183.45 annually; Zone 3, at \$974,364.20 annually; and Zone 4, at \$1,221,738.22 annually; based on estimated usage.

- *5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed \$100,000 annually, based on estimated usage.

- *5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at \$50,876.25.

- *5-g. **Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. (Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately \$500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at \$3,100,000 annually, based on estimated usage.

- *5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at \$100,000, based on estimated usage.

- *5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at \$400,000 annually, based on estimated usage.

- *5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at \$146,670.49. This purchase is funded by Local Streets Sales Tax.

- *5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at \$176,764.77. This purchase is funded by Local Streets Sales Tax.

- *5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at \$100,000, based on estimated usage.

- *5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed \$153,000, based on estimated usage.

- *5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at \$35,000, based on estimated usage.

- *5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of \$120,302,333 and authorize a change order allowance \$6,015,117 (5%) for a total project amount of \$126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is \$72,229,521 and is funded by 2014 authorized Wastewater Bonds.

- *5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of \$1,394,294.67, and authorize a change order allowance in the amount of \$139,430 (10%), for a total amount of \$1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

- *5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of \$149,494, plus an additional \$14,949 (10%) as a change order allowance, for a total amount of \$164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

- *6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of \$600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.
- *6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept \$1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.
- *6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.
- *6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of \$100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.
- *6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated \$54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.
- *6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

- *7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

- *8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

- *9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres).
KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

ATTEST:





JOHN GILES, MAYOR



DEE ANN MICKELSEN, CITY CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.



DEE ANN MICKELSEN, CITY CLERK

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AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

CITY OF MESA, Arizona (“City”)

| | |
|------------------|--|
| Department Name | City of Mesa – Purchasing Division |
| Mailing Address | P.O. Box 1466 Mesa, AZ 85211-1466 |
| Delivery Address | 20 East Main St, Suite 400 Mesa, AZ 85201 |
| Attention | Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer |
| E-Mail | Sharon.Brause@MesaAZ.gov |
| Phone | (480) 644-2815 |
| Fax | (480) 644-2655 |

AND

CDW GOVERNMENT LLC, (“Contractor”)

| | |
|-----------------|---|
| Mailing Address | 230 N. Milwaukee Ave Vernon Hills, IL 60061-9740 |
| Remit Address | 75 Remittance Dr, Suite #1515 Chicago, IL 60675-1515 |
| Attention | Jumana Dihu, Program Manager |
| E-Mail | jumdihu@cdwg.com |
| Phone | (312) 547-2495 |
| Fax | (312) 705-9437 |
| Website | www.cdwg.com |

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 28th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **CDW GOVERNMENT LLC**, an Illinois limited liability company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term.** This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. 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.
2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise

stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor's Response
5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the 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, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

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

- 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the materials/service including transportation, insurance and

warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.2 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.

- 6.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable taxes; and
- j. Total amount due.

- 6.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City

with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.

10. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
- b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
- d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

11. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

12. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the

Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

- 13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.


Exhibits to this Agreement are the following:
 (A) Scope of Work / Technical Specifications
 (B) Pricing
 (C) Mesa Standard Terms and Conditions

- 14. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
- 15. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
- 16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By:  Digitally signed by Edward Quedens
 Location: City of Mesa
 Business Services
 Date: 2018.03.02 13:18:03 -07'00'

Printed Name

Title

Date

CDW GOVERNMENT LLC

By: 

Christina V. Rother
Printed Name

President
Title

March 1, 2018
Date

REVIEWED BY:
 By: 

EXHIBIT A **SCOPE OF WORK**

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following 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.
 - f. 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. **SCOPE OF PRODUCTS.** Contractor will provide 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 Contractors 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 users 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. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

EXHIBIT A
SCOPE OF WORK

- 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:
 - i. Services means such as, consulting, technical support, 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. as described generally in this Agreement and as more particularly described in a Statement of Work or SOW (meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services).
 - ii. Cloud Computing means third party cloud computing and storage services, where Contractor acts as a rebiller only and has no control over the delivery of the cloud computing and storage services. City acknowledges that the cloud service provider, and not Contractor, will be responsible for performance of the Cloud Services. Also, before Contractor can sell cloud computing and/or storage services from a third party to the City, City must execute an agreement governing said cloud computing and/or storage services with the third-party cloud services provider.
 - i. Comprehensive Product Offering: Contractor's catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.
 - j. Financing: Options available such as lease programs and conditional sales contracts.
4. **LICENSES**. The City may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA"), or such other terms as required by manufacturers, software publisher, or cloud service provider.
5. **DEFECTIVE PRODUCT**. All defective Products shall be replaced and exchanged by the Contractor. The cost of transportation, re-shipping or other like expenses shall be paid by the Contractor and in the case of certain, special orders, other reasonable charges may be paid by the Contractor as defined in the order or as otherwise agreed to by the Parties. All replacement Products must be received by the City within seven (7) days of initial notification, when such products are in Contractor stock; if replacement Product is not in Contractor's stock, Contractor will use commercially reasonable efforts to order the product within one (1) business day of the initial notification from the City and will ensure product is received within seven (7) days after Contractor's receipt of the product.

EXHIBIT B
PRICING

| Item # | Product | Product / Group | Discount | Manufacturer Name |
|---------------------------|--------------------------|---|-----------------|--------------------------|
| 1) | Group 1 - Systems | 1) Desktops | 2.10% | All |
| | | 2) Notebooks | 2.10% | All |
| | | 3) Tablets | 2.25% | All |
| | | 4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc.) | 4.00% | All |
| 2) | Group 2 - Input Devices | 5) Keyboards | 6.75% | All |
| | | 6) Mice | 6.75% | All |
| | | 7) Imaging Scanners | 3.00% | All |
| | | 8) POS Scanners | 3.00% | All |
| | | 9) Pointing Devices | 3.50% | All |
| | | 10) Bar Code Readers | 4.25% | All |
| | | 11) Audio Input | 15.00% | All |
| | | 12) Input Adapters | 5.00% | All |
| | | 13) PC and Network Cameras | 5.50% | All |
| | | 14) Input Cables | 15.00% | All |
| | | 15) Input Accessories | 6.75% | All |
| 3) | Group 3 - Output Devices | 16) Displays | 3.50% | All |
| | | 17) Printers | 3.00% | All |
| | | 18) Inkjet Printers | 3.00% | All |
| | | 19) Inkjet Photo Printers | 3.00% | All |
| | | 20) Laser Printers | 3.00% | All |
| | | 21) Label Printers | 4.25% | All |
| | | 22) Dot Matrix Printers | 3.00% | All |
| | | 23) Multi-Function Printers | 3.00% | All |
| | | 24) Wide Format Printers | 3.00% | All |
| | | 25) Multi-Function Inkjet Printers | 3.00% | All |
| | | 26) Wide Format Printers | 3.00% | All |
| | | 27) Fax Machine Printers | 3.00% | All |
| | | 28) Printer Accessories | 3.00% | All |
| | | 29) Projectors | 3.50% | All |
| 30) Projector Accessories | 3.50% | All | | |
| 31) Audio Input | 15.00% | All | | |
| 32) Video Cards | 3.50% | All | | |

EXHIBIT B
PRICING

| | | | | |
|----------------------------|---------------------------|--------------------------------|--------|-----|
| | | 33) Sound Cards | 3.50% | All |
| | | 34) Output Accessories | 6.75% | All |
| | | 35) Printer Consumables | 3.00% | All |
| 4) | Group 4 - Memory | 36) Desktop | 13.00% | All |
| | | 37) Flash | 5.50% | All |
| | | 38) Networking | 13.00% | All |
| | | 39) Notebook | 13.00% | All |
| | | 40) Printer / Fax | 13.00% | All |
| | | 41) Server | 13.00% | All |
| 5) | Group 5 - Storage Devices | 42) Adapters Fiber Channel | 5.50% | All |
| | | 43) Adapters FireWire / USB | 5.50% | All |
| | | 44) Adapters IDE/ATA/SATA | 5.50% | All |
| | | 45) Adapters RAID | 5.50% | All |
| | | 46) Adapters SCSI | 5.50% | All |
| | | 47) Bridges & Routers | 5.50% | All |
| | | 48) Disk Arrays | 5.50% | All |
| | | 49) Disk Arrays JBOD | 5.50% | All |
| | | 50) Drives Magneto-Optical | 5.50% | All |
| | | 51) Drives Removable Disks | 5.50% | All |
| | | 52) Fiber Channel Switches | 5.50% | All |
| | | 53) Hard Disks - External | 5.50% | All |
| | | 54) Hard Disks - Fiber Channel | 5.50% | All |
| | | 55) Hard Disks - IDE/ATA/S | 5.50% | All |
| | | 56) Hard Disks - Notebook | 5.50% | All |
| | | 57) Hard Disks - SCSI | 5.50% | All |
| | | 58) Networking Accessories | 5.50% | All |
| | | 59) Optical Drives - CD-ROM | 5.50% | All |
| | | 60) Optical Drives - CD-RW | 5.50% | All |
| | | 61) Optical Drives - DVD-CD | 5.50% | All |
| | | 62) Optical Drives - DVD-RW | 5.50% | All |
| | | 63) Storage Accessories | 5.00% | All |
| 64) Storage - NAS | 5.00% | All | | |
| 65) Storage - SAN | 5.00% | All | | |
| 66) Tape Autoloaders -AIT | 5.00% | All | | |
| 67) Tape Autoloaders - DAT | 5.00% | All | | |
| 68) Tape Autoloaders - DLT | 5.00% | All | | |
| 69) Tape Autoloaders - LTO | 5.00% | All | | |
| 70) Tape Drives - 4mm | 5.00% | All | | |

EXHIBIT B
PRICING

| | | | | |
|---------------------------------|-----------------------------|---|--------|-----|
| | | 71) Tape Drives - 8mm/VXA | 5.00% | All |
| | | 72) Tape Drives - AIT | 5.00% | All |
| | | 73) Tape Drives - DAT | 5.00% | All |
| | | 74) Tape Drives - DLT | 5.00% | All |
| | | 75) Tape Drives - LTO/Ultrium | 5.00% | All |
| | | 76) Tape Drives SDLT | 5.00% | All |
| | | 77) Tape Drives - Travan | 5.00% | All |
| 6) | Group 6 - Network Equipment | 78) 10/100 Hubs & Switches | 5.50% | All |
| | | 79) Bridges & Routers | 5.50% | All |
| | | 80) Gigabit Hubs & Switches | 5.50% | All |
| | | 81) Concentrators & Multiplexers | 5.50% | All |
| | | 82) Hardware Firewalls | 5.50% | All |
| | | 83) Intrusion Detection | 5.50% | All |
| | | 84) KVM | 4.00% | All |
| | | 85) Modems | 5.50% | All |
| | | 86) Network Test Equipment | 5.50% | All |
| | | 87) Network Adapters | 5.50% | All |
| | | 88) Network Cables | 15.00% | All |
| | | 89) Network Accessories | 5.50% | All |
| | | 90) Repeaters & Transceivers | 5.50% | All |
| | | 91) Wireless LAN Accessories | 5.50% | All |
| | | 92) Token Authentication | 5.50% | All |
| | | 93) 10G Fiber Optic Transceivers | 5.50% | All |
| 94) 1G Fiber Optic Transceivers | 5.50% | All | | |
| 7) | Group 7 - Software | 95) Licensing Packages (e.g. Microsoft) | 4.00% | All |
| | | 96) Licensing Backup | 4.00% | All |
| | | 97) Licensing Barcode/OC | 4.00% | All |
| | | 98) Licensing Business Application | 4.00% | All |
| | | 99) Licensing CAD/CAM | 4.00% | All |
| | | 100) Licensing - Cloning | 4.00% | All |
| | | 101) Licensing - Computer Services | 4.00% | All |
| | | 102) Licensee - Database | 4.00% | All |
| | | 103) Licensing - Development | 4.00% | All |
| | | 104) Licensing - Entertainment | 4.00% | All |
| | | 105) Licensing - Financial | 4.00% | All |
| | | 106) Licensing - Flow Chart | 4.00% | All |
| | | 107) Licensing - Graphic Design | 4.00% | All |
| | | 108) Licensing - Handheld | 4.00% | All |

EXHIBIT B
PRICING

| | | | | |
|----|--------------------------|--|-------|-----|
| | | 109) Licensing - Network OS | 4.00% | All |
| | | 110) Licensing - OS | 4.00% | All |
| | | 111) Licensing - Personal Organization | 4.00% | All |
| | | 112) Licensing - Presentation | 4.00% | All |
| | | 113) Licensing - Reference | 4.00% | All |
| | | 114) Licensing - Report Analysis | 4.00% | All |
| | | 115) Licensing - Spreadsheet | 4.00% | All |
| | | 116) Licensing - Utilities | 4.00% | All |
| | | 117) Licensing - Warranties | 4.00% | All |
| | | 118) Licensing - Web Development | 4.00% | All |
| | | 119) Licensing - Word Processing | 4.00% | All |
| | | 120) Software - Backup | 4.00% | All |
| | | 121) Software - Barcode / OCR | 4.00% | All |
| | | 122) Software - Business Application | 4.00% | All |
| | | 123) Software - CAD/CAM | 4.00% | All |
| | | 124) Software - Cloning | 4.00% | All |
| | | 125) Software - Computer Services | 4.00% | All |
| | | 126) Software - Database | 4.00% | All |
| | | 127) Software - Development | 4.00% | All |
| | | 128) Software - Entertainment | 4.00% | All |
| | | 129) Software - Financial | 4.00% | All |
| | | 130) Software - Flow Chart | 4.00% | All |
| | | 131) Software - Graphic Design | 4.00% | All |
| | | 132) Software - Handheld | 4.00% | All |
| | | 133) Software - OS | 4.00% | All |
| | | 134) Software - Personal Organization | 4.00% | All |
| | | 135) Software - Presentation | 4.00% | All |
| | | 136) Software - Reference | 4.00% | All |
| | | 137) Software - Report Analysis | 4.00% | All |
| | | 138) Software - Spreadsheet | 4.00% | All |
| | | 139) Software - Utilities | 4.00% | All |
| | | 140) Software - Warranties | 4.00% | All |
| | | 141) Software - Web Development | 4.00% | All |
| | | 142) Software - Word Processing | 4.00% | All |
| 8) | Group 8 - Media Supplies | 143) Media - 4mm tape | 5.50% | All |
| | | 144) Media - AIT tape | 5.50% | All |
| | | 145) Media - DAT tape | 5.50% | All |
| | | 146) Media - DLT tape | 5.50% | All |

EXHIBIT B
PRICING

| | | | | |
|-------------------------------------|--|-------------------------------------|--------|-----|
| | | 147) Media LTO / Ultrium tape drive | 5.50% | All |
| | | 148) Media - Magneto - Optical | 5.50% | All |
| | | 149) Media - Optical | 5.50% | All |
| | | 150) Media - SLR tape | 5.50% | All |
| | | 151) Media - Travan tape | 5.50% | All |
| | | 152) Media - VXA tape | 5.50% | All |
| | | 153) Media - zip | 5.50% | All |
| 9) | Group 9 - Collaboration & IP Telephony | 154) IP phones | 4.25% | All |
| | | 155) Video conferencing products | 4.25% | All |
| | | 156) Voice gateways / servers | 4.25% | All |
| | | 157) Headsets | 4.25% | All |
| | | 158) Audio conferencing products | 4.25% | All |
| | | 159) Analog phones | 4.25% | All |
| | | 160) Accessories | 4.25% | All |
| 10) | Group 10 - Other | 161) Advanced Integration | 3.00% | All |
| | | 162) Asset Disposal | 3.00% | All |
| | | 163) Asset Management | 3.00% | All |
| | | 164) Cables | 15.00% | All |
| | | 165) Cables - custom | 15.00% | All |
| | | 166) Cables - printer | 15.00% | All |
| | | 167) Complex warranties | 3.00% | All |
| | | 168) Desktop Accessories | 6.75% | All |
| | | 169) Display Accessories | 3.50% | All |
| | | 170) Electronic Services | 3.00% | All |
| | | 171) Handheld Accessories | 6.75% | All |
| | | 172) Imaging Accessories | 6.75% | All |
| | | 173) Imaging - Camcorders | 3.50% | All |
| | | 174) Imaging - Digital Cameras | 3.50% | All |
| | | 175) Internal Lab Service | 3.00% | All |
| | | 176) Lab fees | 3.00% | All |
| | | 177) Managed Services | 3.00% | All |
| | | 178) Miscellaneous solutions | 3.00% | All |
| 179) Mounting hardware for vehicles | 2.50% | All | | |
| 180) Networking Warranties | 3.50% | All | | |
| 181) Notebook Accessories | 2.50% | All | | |
| 182) Notebook Batteries | 5.00% | All | | |
| 183) PC Lab order services | 3.00% | All | | |
| 184) POS Accessories | 4.25% | All | | |

EXHIBIT B
PRICING

| | | | |
|--|-------------------------------------|--------|-----|
| | 185) POS Displays | 4.25% | All |
| | 186) Power Accessories | 5.00% | All |
| | 187) Power Surge Protection | 5.00% | All |
| | 188) Power UPS | 5.00% | All |
| | 189) Server Accessories | 4.00% | All |
| | 190) Service Charge | 2.00% | All |
| | 191) System Components | 13.00% | All |
| | 192) Training Courses | 3.00% | All |
| | 193) Training Reference Manuals | 3.00% | All |
| | 194) Warranties - Electronic | 3.00% | All |
| | 195) iPad / Tablet Stylus | 6.75% | All |
| | 196) Mouse / Wrist Pads | 6.75% | All |
| | 197) Security Locks and Hardware | 6.75% | All |
| | 198) Tools | 6.75% | All |
| | 199) Document Scanner Accessories | 3.00% | All |
| | 200) Flatbed Scanners | 3.00% | All |
| | 201) Mobile Scanners | 3.00% | All |
| | 202) Network Scanners | 3.00% | All |
| | 203) Sheet fed Scanners | 3.00% | All |
| | 204) Wide Format Scanners | 3.00% | All |
| | 205) Workgroup / Department Scanner | 3.00% | All |
| | 206) Build to Order Desktops | 2.10% | All |
| | 207) Nettop | 3.00% | All |
| | 208) Point of Sale | 4.25% | All |
| | 209) Ultra Small Form Factor | 2.10% | All |
| | 210) Apple / Mac Memory Upgrades | 13.00% | All |
| | 211) Chips / SIMMs/SIPPs / ROMs | 13.00% | All |
| | 212) Computer Cases | 13.00% | All |
| | 213) CPUs / Fans | 13.00% | All |
| | 214) Memory Accessories | 13.00% | All |
| | 215) Motherboards / Chassis | 13.00% | All |
| | 216) 1 - 2 port Serial Boards | 13.00% | All |
| | 217) 3+ port Serial Boards | 13.00% | All |
| | 218) Console Server | 4.00% | All |
| | 219) Device Server | 4.00% | All |
| | 220) Terminal Server | 4.00% | All |
| | 221) Content Management | 4.00% | All |
| | 222) Firewall / VPN Appliances | 5.50% | All |

EXHIBIT B
PRICING

| | | | |
|--|---|-------|-----|
| | 223) Multifunction Security Appliances | 5.50% | All |
| | 224) Network Camera Accessories | 5.50% | All |
| | 225) Network Cameras | 5.50% | All |
| | 226) Physical/Environmental Security | 5.50% | All |
| | 227) Security Appliance Accessories | 5.50% | All |
| | 228) Security Tokens | 5.50% | All |
| | 229) Unified Threat Management | 5.50% | All |
| | 230) 2-way Radios / Walkie Talkies | 6.75% | All |
| | 231) Apple Notebooks | 2.50% | All |
| | 232) Convertible PCs / Slate PCs / iPad | 2.25% | All |
| | 233) iPad | 2.25% | All |
| | 234) Slate Tablet Computers | 2.25% | All |
| | 235) GPS / PDA | 6.75% | All |
| | 236) Wireless Communication Devices | 2.50% | All |
| | 237) Batteries | 5.00% | All |
| | 238) Power Supplies / Adapters | 5.00% | All |
| | 239) Rackmount Equipment | 5.00% | All |
| | 240) Remote Power Management | 5.00% | All |
| | 241) Surge Suppressors | 5.00% | All |
| | 242) UPS / Battery Backup | 5.00% | All |
| | 243) 14" & smaller LCD Display | 3.50% | All |
| | 244) 15-19" LCD Display | 3.50% | All |
| | 245) 15-19" Wide LCD Display | 3.50% | All |
| | 246) 15-19" Wide LED Display | 3.50% | All |
| | 247) 20-30" LCD Display | 3.50% | All |
| | 248) 20-30" Wide LCD Display | 3.50% | All |
| | 249) 20-30" Wide LED Display | 3.50% | All |
| | 250) PCoIP and Zero Client Displays | 3.50% | All |
| | 251) Arm Mounts | 3.50% | All |
| | 252) Ceiling Mounts | 3.50% | All |
| | 253) Combo Mounts | 3.50% | All |
| | 254) Desktop Stands / Risers | 3.50% | All |
| | 255) Flat Wall Mounts | 3.50% | All |
| | 256) Mount Accessories | 3.50% | All |
| | 257) Pole Display | 4.25% | All |
| | 258) Stands / Carts / Feet | 3.50% | All |
| | 259) Tilt Wall Mounts | 3.50% | All |

EXHIBIT B
PRICING

| | | | | |
|-----|--|---|--|------------------------------------|
| | | 260) C-Cure Products | 4.00% | All |
| | | 261) Istar Products | 5.50% | All |
| 11) | Group 11 - Services | SERVICE | STANDARD HOURLY RATE | DISCOUNT FROM STANDARD RATE |
| | | Design and Analysis | Please see CDW•G's Professional Services Offering below for descriptions of CDW•G's Professional Services. | |
| | | Configuration | | % |
| | | Implementation | | % |
| | | Installation | | % |
| | | Training | | % |
| | | Maintenance & Support | | % |
| | | CDW Configuration Services | | 5% |
| 12) | Group 12 - Additional Products/Services Not Identified | Please see CDW•G's Configuration Services Pricelist below for descriptions and pricing of CDW•G's Configuration Services. | | |
| | | Apple Products for eligible Government and Educational Entities | | 0.50% |

CDW•G has conformed to the National Pricing structure aligning to National IPA's product taxonomy, however, **CDW•G will manage the resultant contract according to CDW•G's Product Tree below, which shall govern all purchases and provides more breadth and a more complete representation of the CDW•G Catalog. All discounts will be applied by product category listed below to CDW•G's Nationally Advertised Pricing which is publicly verifiable at www.cdwg.com.**

| CDW•G Product Tree Categories | Discount |
|--------------------------------|----------|
| Accessories | 6.75% |
| Power, Cooling & Racks | 5.00% |
| Desktop Computers | 3.00% |
| PC Compatible Desktop Computer | 2.10% |
| PC Compatible Workstation | 3.00% |
| Blade PCs | 3.00% |
| RISC Processor Workstation | 3.00% |
| Thin Clients | 3.00% |
| Web TV Access Unit | 3.00% |

EXHIBIT B
PRICING

| | |
|--------------------------------------|--------|
| Windows Based Terminals | 3.00% |
| Data Storage / Drives | 5.50% |
| Enterprise Storage | 5.00% |
| Point of Sale/Data Capture | 4.25% |
| Servers & Server Management | 4.00% |
| Services (CDW Delivered) | 0.00% |
| Notebook/Mobile Devices | 2.50% |
| Notebook Computers | 2.10% |
| Notebook Accessories | 2.50% |
| Wireless Communication Devices | 2.50% |
| Convertible PCs/Slate PCs/iPAD | 2.25% |
| Chromebooks | 0.00% |
| Netcomm Products | 5.50% |
| Gigabit Switch | 6.00% |
| Modular Switch Chassis | 6.00% |
| Modular Switches | 5.50% |
| Carts and Furniture | 5.00% |
| Printing & Document Scanning | 3.00% |
| Services (3rd Party Delivered) | 0.00% |
| Warranties-Product Protection | 3.50% |
| Software | 4.00% |
| Collaboration Hardware | 4.25% |
| Memory/System Components | 13.00% |
| Video-Projection-Pro Audio | 3.50% |
| Cables | 15.00% |
| CDW Configuration Services | 5.00% |
| Apple Products for Eligible Entities | .50% |

CDW•G will work with Manufacturers and the City or Participating Agencies, as applicable, post award to ensure they are aware of and participating in special manufacturer programs.

CDW•G Account Managers will work with the City or Participating Agencies, as applicable, post award to determine if large orders qualify to receive additional discounts. These discounts are dependent on order size, delivery schedule and will be negotiated with Manufacturers.

As Apple's largest Corporate Channel Partner in the U.S., CDW•G has negotiated to offer Apple Products to Eligible Government and Educational Entities at the discount listed above and in the pricing table in this Exhibit B.

**EXHIBIT B
PRICING**

| CDW•G Professional Services Offering | | | |
|---|---|---|-------------------------------|
| Major Metro Service Areas | | | |
| Washington, DC New York City Metro Los Angeles San Francisco San Diego Boston Metro Chicago Federal Philadelphia Seattle | Raleigh Houston Tampa Atlanta National Dallas Cincinnati Detroit Minneapolis St. Louis/KC Denver Nashville Portland | Madison Wausau Milwaukee Appleton Grand Rapids Indianapolis Cleveland | |
| <p>Services apply to both CDW•G executed professional services and services which are sub-contracted through a CDW•G authorized third party provider. Hourly or fixed rates will be negotiated based on the customer, geography, scope of the professional service engagement, and level of engineer required to perform the service. CDW•G will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by CDW•G and the National IPA member prior to the start of Services. Sample SOW is included in our proposal. Expenses (T and E) may be an additional consideration depending on project specifics.</p> | | | |
| Solution Domain | Discipline | Technology Domain | Role |
| Datacenter | Storage | Data Migration | Senior Consulting Engineer |
| | | EMC | Senior Consulting Engineer |
| | | IBM | Senior Consulting Engineer |
| | | VMWare | Senior Consulting Engineer |
| | | NetApp | Senior Consulting Engineer |
| Datacenter | Networking & Enterprise Networking | Infrastructure & Networking | Associate Consulting Engineer |
| | | | Consulting Engineer |
| | | | Senior Consulting Engineer |
| | | | Principal Consulting Engineer |
| Mobility | Client Management | Client Virtualization Endpoint Management Mobile Device Management | Associate Consulting Engineer |
| | | | Consulting Engineer |
| | | | Senior Consulting Engineer |
| | | | Principal Consulting Engineer |
| | VDI | Citrix | |
| | | | Senior Consulting Engineer |
| Security | Network Security | Network Security | Associate Consulting Engineer |
| | | | Consulting Engineer |
| | | | Senior Consulting Engineer |
| | | | Principal Consulting Engineer |
| | | | Technical Lead |

EXHIBIT B
PRICING

| | | | |
|------------------------------|------------------------------|------------------------------|---|
| Security | Information Security | Information Security | Penetration Testing |
| | | | Gap Analysis (HIPAA gap, PCI Gap, NIST) |
| Collaboration | Communication | Voice, Video Collaboration | Associate Consulting Engineer |
| | | | Consulting Engineer |
| | | | Senior Consulting Engineer |
| | | | Principal Consulting Engineer |
| | | | Technical Lead |
| Collaboration | Engagement | Contact Center | Associate Consulting Engineer |
| | | | Consulting Engineer |
| | | | Senior Consulting Engineer |
| | | | Principal Consulting Engineer |
| Collaboration | Productivity | Information Worker | Associate Consulting Engineer |
| | | | Consulting Engineer |
| | | | Senior Consulting Engineer |
| | | | Principal Consulting Engineer |
| Consulting Advisory Services | Consulting Advisory Services | Consulting Advisory Services | Technical Lead |
| | | | CAS_Business_Analyst |
| | | | CAS_Consulting_Services_Architect |
| | | | CAS_Engagement_Manager |
| | | | CAS_Technology_Architect |
| Project & Program Management | Project & Program Management | Project & Program Management | CAS_Business_Architect |
| | | | Project Admin |
| | | | Project Manager |
| | | | Senior Project Manager |
| | | | Program Manager |

CDW•G Configuration Services

| Service Group | EDC | Description | Advertised Price | Contract Discount | Contract Ceiling Price |
|---|---------|-------------------------------------|------------------|-------------------|------------------------|
| Hardware Configurations and Priority Service | | | | | |
| Priority | 1625768 | PRIORITY SERVICE | \$ 21.99 | 5% | \$ 20.89 |
| Hardware | 1706188 | CDW Hardware Install for Server | \$ 32.99 | 5% | \$ 31.34 |
| Hardware | 1706189 | CDW Hardware Install for DT-LT | \$ 17.99 | 5% | \$ 17.09 |
| Hardware | 1820627 | CDW Hardware Install for Netcom | \$ 22.99 | 5% | \$ 21.84 |
| Hardware | 3558560 | CDW MOBILE DEVICE SIM CARD INSTALL | \$ 9.99 | 5% | \$ 9.49 |
| Hardware | 2437037 | CDW RACK CONFIG 1 CREDIT | \$ 82.99 | 5% | \$ 78.84 |
| Hardware | 3803338 | CDW HARDWARE INSTALL FOR PRINTER | \$ 32.99 | 5% | \$ 31.34 |
| Asset Tagging | | | | | |
| Asset Tags | 322170 | CDW ASSET TAGS NO INSTALL MAIL ONLY | \$ 0.98 | 5% | \$ 0.93 |
| Asset Tags | 338519 | CDW ASSET TAG W/O INSTALL | \$ 9.99 | 5% | \$ 9.49 |
| Asset Tags | 338521 | CUSTOMER ASSET TAG CONFIG SERVICE | \$ 9.99 | 5% | \$ 9.49 |
| Asset Tags | 500814 | CDW CREATE CUSTOM TAG/LABEL | \$ 29.99 | 5% | \$ 28.49 |
| Asset Tags | 500815 | BASIC CUSTOM TAG | \$ 9.99 | 5% | \$ 9.49 |
| Asset Tags | 500817 | INTERMEDIATE CUSTOM TAG | \$ 17.99 | 5% | \$ 17.09 |

EXHIBIT B PRICING

| | | | | | |
|--------------------------------------|---------|--------------------------------------|-----------|----|-----------|
| Asset Tags | 500818 | ADVANCED CUSTOM TAG | \$ 22.99 | 5% | \$ 21.84 |
| Asset Tags | 537315 | CDW CREATED CUSTOM TAG – MAIL ONLY | \$ 1.22 | 5% | \$ 1.16 |
| Asset Tags | 955862 | CDWG UID TAG/LABEL | \$ 9.99 | 5% | \$ 9.49 |
| Asset Tags | 1095109 | CDW RFID TAG | \$ 61.99 | 5% | \$ 58.89 |
| Asset Tags | 3465262 | BASIC CUSTOM TAG W/BOX DUP TAG | \$ 10.99 | 5% | \$ 10.44 |
| Asset Tags | 3465269 | CUSTOMER ASSET TAG W/BOX DUP REQ6330 | \$ 10.99 | 5% | \$ 10.44 |
| Asset Tags | 4347185 | CUSTOMER ASSET TAG W BOX DUP REQ6247 | \$ 12.99 | 5% | \$ 12.34 |
| Asset Tags | 3465895 | INTERMEDIATE CUSTM TAG W-BOX DUP TAG | \$ 21.99 | 5% | \$ 20.89 |
| Asset Tags | 3982815 | ADV CUSTOM TAG W/BOX DUP | \$ 24.99 | 5% | \$ 23.74 |
| Configuration Service Bundles | | | | | |
| Bundle | 2342089 | CDW HW IMAGE CDW ASSET TAG-REQ1173 | \$ 45.99 | 5% | \$ 43.69 |
| Bundle | 2342092 | CDW HW IMAGE BASIC CUSTM TAG-REQ1174 | \$ 52.99 | 5% | \$ 50.34 |
| Bundle | 2342096 | CDW HW IMAG CUSTMR ASSET TAG-REQ1175 | \$ 52.99 | 5% | \$ 50.34 |
| Bundle | 2342098 | CDW IMAG CSTMR ASSET TAG PRI-REQ1176 | \$ 46.99 | 5% | \$ 44.64 |
| Bundle | 2342102 | CDW IMAGE CDW ASSET TAG PRI-REQ1177 | \$ 39.99 | 5% | \$ 37.99 |
| Bundle | 2342106 | CDW HW IMAGE PRIORITY-REQ1178 | \$ 53.99 | 5% | \$ 51.29 |
| Bundle | 2423730 | CDW HW IMAGE CDW ASSET PRI-REQ1193 | \$ 53.99 | 5% | \$ 51.29 |
| Bundle | 2423732 | CDW HW IMG BSC CSTM TAG PRI-REQ1194 | \$ 59.99 | 5% | \$ 56.99 |
| Bundle | 2423734 | CDW HW IMAG CUSTMR ASSET PRI-REQ1195 | \$ 59.99 | 5% | \$ 56.99 |
| Bundle | 2426793 | CDW IMAGE CUSTMER ASSET TAG-REQ1197 | \$ 39.99 | 5% | \$ 37.99 |
| Bundle | 2426795 | CDW IMAGE CDW ASSET TAG-REQ1198 | \$ 32.99 | 5% | \$ 31.34 |
| Bundle | 2426798 | CDW HARDWARE IMAGE DEPLOY-REQ1199 | \$ 45.99 | 5% | \$ 43.69 |
| Bundle | 2853723 | CDW IMAGE BASIC CUSTOM TAG-REQ1324 | \$ 39.99 | 5% | \$ 37.99 |
| Bundle | 2853726 | CDW IMAGE BIOS CUSTOMIZATION-REQ1325 | \$ 39.99 | 5% | \$ 37.99 |
| Bundle | 3269810 | CDW HW IMG INTRM TAG CMPTRAC REQ1901 | \$ 63.99 | 5% | \$ 60.79 |
| Bundle | 3327808 | CDW LIGHT TOUCH IMAGE DEPLOY W-VPN | \$ 42.99 | 5% | \$ 40.84 |
| Bundle | 4008018 | LEVEL 1 IOS\ETCH INSERT REQ 5075 | \$ 39.99 | 5% | \$ 37.99 |
| Bundle | 4008025 | LEVEL 1 IOS\ETCH REQ 5076 | \$ 33.99 | 5% | \$ 32.29 |
| Bundle | 4041681 | IOS LVL1 & SRVC CUST INSERT REQ5156 | \$ 28.99 | 5% | \$ 27.54 |
| Bundle | 4056755 | INT CUST TAG&DUP + DATA CAP CONTRACT | \$ 21.99 | 5% | \$ 20.89 |
| Bundle | 4086733 | CDW LT IMAGE DEPLOY W/VPN&BOX LABEL | \$ 44.99 | 5% | \$ 42.74 |
| Bundle | 4171085 | COI SPECOPS & PROJECTMANGEMENT R5611 | \$ 569.99 | 5% | \$ 541.49 |
| Diagnostics | | | | | |
| Diagnostics | 214266 | CDW BURN IN 12 HOURS | \$ 21.99 | 5% | \$ 20.89 |
| Imaging | | | | | |
| Imaging | 195856 | CDW INSTALLING CUSTOM SERVER IMAGE | \$ 113.99 | 5% | \$ 108.29 |
| Imaging | 247489 | HILL ROM CREATE CUSTOM RESTORE CD | \$ 49.99 | 5% | \$ 47.49 |
| Imaging | 266912 | CDW APPLE IMAGE DEPLOYMENT | \$ 32.99 | 5% | \$ 31.34 |
| Imaging | 283926 | CDW MASTER IMAGE CREATION CREDIT | \$ 183.99 | 5% | \$ 174.79 |
| Imaging | 379370 | CDW INSTALLING CUSTOM PDA IMAGE | \$ 17.99 | 5% | \$ 17.09 |
| Imaging | 534223 | CDW STANDARD IMAGE DEPLOYMENT DT/NB | \$ 32.99 | 5% | \$ 31.34 |
| Imaging | 763587 | FLASH DRIVE IMAGING | \$ 9.99 | 5% | \$ 9.49 |
| Imaging | 763593 | CDW USB RESTORE UPTO 16GB | \$ 39.99 | 5% | \$ 37.99 |
| Imaging | 809048 | CDW MAINTAIN CUSTOM PC IMAGE-CREDIT | \$ 31.99 | 5% | \$ 30.39 |
| Imaging | 1640342 | CDW INSTALLING ALTIRIS SERVER IMAGE | \$ 113.99 | 5% | \$ 108.29 |
| Imaging | 1926223 | CDW TERMINAL IMAGE DEPLOYMENT | \$ 32.99 | 5% | \$ 31.34 |
| Imaging | 2691836 | CDW ZERO TOUCH IMAGE DEPLOYMENT | \$ 32.99 | 5% | \$ 31.34 |
| Imaging | 2798606 | CDW IMAGE MODEL MIGRATION CREDIT | \$ 113.99 | 5% | \$ 108.29 |

EXHIBIT B PRICING

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|---------------------------------------|---------|--------------------------------------|-----------|----|-----------|
| Imaging | 2869570 | CDW USB RESTORE UPTO 32GB | \$ 52.99 | 5% | \$ 50.34 |
| Imaging | 3652393 | CDW CREATE CUSTOM RECOVERY PARTITION | \$ 353.99 | 5% | \$ 336.29 |
| Imaging | 3765107 | SERVER RACKING ADV IMAGING SVC | \$ 219.99 | 5% | \$ 208.99 |
| Imaging | 3982809 | CDW USB RESTORE SVC UPTO 64GB | \$ 63.99 | 5% | \$ 60.79 |
| Imaging | 4008336 | CHROME WHITE GLOVE SERVICE TIER1 | \$ 22.93 | 5% | \$ 21.78 |
| Imaging | 4008354 | CHROME WHITE GLOVE SERVICE TIER2 | \$ 24.93 | 5% | \$ 23.68 |
| Imaging | 4419882 | CHROME UNMANAGED KIOSK APP INSTALL | \$ 28.92 | 5% | \$ 27.47 |
| Imaging | 4086723 | CDW IMAGE DEPLOY W BOX LABEL REQ6281 | \$ 33.99 | 5% | \$ 32.29 |
| Imaging | 4086738 | CDW SCCM SRV-ZERO TOUCH W/BOX LABEL | \$ 33.99 | 5% | \$ 32.29 |
| Laser Etching / Color Branding | | | | | |
| Laser Etching | 1461344 | CDW LASER ETCHING-TIER 1 STATIC SML | \$ 11.00 | 5% | \$ 10.45 |
| Laser Etching | 2815190 | CDW LASER ETCHING-TIER 2 STATIC LRG | \$ 15.00 | 5% | \$ 14.25 |
| Laser Etching | 2815191 | CDW LASER ETCHING-TIER 3 DYNAMIC | \$ 22.00 | 5% | \$ 20.90 |
| Color Branding | 3223260 | CDW COLOR BRANDING TEMPLATE | \$ - | 5% | \$ - |
| Color Branding | 4100630 | CDW COLOR BRANDING TIER 1 | \$ 15.00 | 5% | \$ 14.25 |
| Color Branding | 3223250 | CDW COLOR BRANDING TIER 2 | \$ 22.00 | 5% | \$ 20.90 |
| Color Branding | 3436605 | CDW COLOR BRANDING TIER 3 | \$ 30.00 | 5% | \$ 28.50 |
| Mobile Carts | | | | | |
| Mobile Carts | 4466480 | CDW CHROMEBOOK WIRE CART CONFIG | \$ 120.00 | 5% | \$ 114.00 |
| Netcom | | | | | |
| Netcom | 311718 | CDW NETWORK & SECURITY DEVICE CONFIG | \$ 40.00 | 5% | \$ 38.00 |
| Netcom | 1550455 | CDW NETWORK & SEC CHASSIS CONFIG BUN | \$ 100.00 | 5% | \$ 95.00 |
| Netcom | 1550460 | CDW NETWORK & SEC DEVICE CONFIG BUN | \$ 65.00 | 5% | \$ 61.75 |
| Netcom | 2394839 | CDW NETWORK & SEC CHASSIS CONFIG | \$ 70.00 | 5% | \$ 66.50 |
| Netcom | 2432019 | CDW VPN DOMAIN JOIN ONLY | \$ 8.00 | 5% | \$ 7.60 |
| Netcom | 3628500 | CDW VPN DOMAIN JOIN ONLY-PCA | \$ 8.00 | 5% | \$ 7.60 |
| Netcom | 3651585 | CDW AP/ENDPOINT PROVISIONING | \$ 30.00 | 5% | \$ 28.50 |
| Netcom | 4121801 | CDW AP/ENDPOINT FIRMWARE UPDATE | \$ 16.00 | 5% | \$ 15.20 |
| Netcom | 4219966 | CDW CLIENT VPN CONFIGURATION | \$ 12.00 | 5% | \$ 11.40 |
| Other | | | | | |
| Other | 504311 | CDW HP ILO ACTIVATION | \$ 12.00 | 5% | \$ 11.40 |
| Other | 872360 | CDW SYSTEM BIOS/FIRMWARE UPG | \$ 16.00 | 5% | \$ 15.20 |
| Other | 1197175 | CDW CUSTOM IP CONFIGURATION | \$ 12.00 | 5% | \$ 11.40 |
| Other | 1197180 | CDW BIOS CUSTOMIZATION | \$ 5.00 | 5% | \$ 4.75 |
| Other | 1369901 | CDW SRVC CUSTOM ADDED INSERTS | \$ 5.00 | 5% | \$ 4.75 |
| Other | 1369904 | CDW DDS / COMPUTRACE ACTIVATION | \$ 5.00 | 5% | \$ 4.75 |
| Other | 1369905 | CDW DATA CAPTURE & TRACKING SRVC | \$ 5.00 | 5% | \$ 4.75 |
| Other | 1713539 | CDW SPECIAL CONFIG REQ - 1 CREDIT | \$ 5.00 | 5% | \$ 4.75 |
| Other | 1713542 | CDW SPECIAL CONFIG REQ - 6 CREDITS | \$ 30.00 | 5% | \$ 28.50 |
| Other | 1713544 | CDW SPECIAL CONFIG REQ - 12 CREDITS | \$ 60.00 | 5% | \$ 57.00 |
| Other | 2366694 | CDW APPLE IOS CUSTOMIZATION LVL 1 | \$ 15.00 | 5% | \$ 14.25 |
| Other | 2366709 | CDW APPLE IOS CUSTOMIZATION LVL 2 | \$ 30.00 | 5% | \$ 28.50 |
| Other | 2613286 | CDW ANDROID CUSTOMIZATION LVL 1 | \$ 15.00 | 5% | \$ 14.25 |
| Other | 2613287 | CDW ANDROID CUSTOMIZATION LVL 2 | \$ 30.00 | 5% | \$ 28.50 |
| Other | 2671476 | CDW SCREEN OVERLAY INSTALL SERVICE | \$ 8.00 | 5% | \$ 7.60 |
| Other | 2696504 | CDW Hard Drive Data Encryption DT/NB | \$ 12.00 | 5% | \$ 11.40 |
| Other | 2828923 | CDW SAS RAID Activation | \$ 12.00 | 5% | \$ 11.40 |
| Other | 2858009 | CDW KINDLE AD REMOVAL REQ1329 | \$ 30.00 | 5% | \$ 28.50 |

EXHIBIT B
PRICING

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|---|---------|---|-------------|----|-------------|
| Other | 3553290 | CDW APPLE ID CREATION | \$ 5.00 | 5% | \$ 4.75 |
| Other | 3899153 | CDW VPRO BASIC ACTIVATION REQ4717 | \$ 5.00 | 5% | \$ 4.75 |
| Other | 4248044 | CDW LENOVO IMM ACTIVATION | \$ 12.00 | 5% | \$ 11.40 |
| Other | 4176320 | CDW ASSET MGMT UPDATE SVC REQ 5634 | \$ 1.25 | 5% | \$ 1.19 |
| Software | | | | | |
| Software | 76056 | CDW APPLICATION INSTALL DT/NB | \$ 36.00 | 5% | \$ 34.20 |
| Software | 76980 | CDW NETWORK OPERATING SYSTEM INSTALL | \$ 200.00 | 5% | \$ 190.00 |
| Software | 346243 | CDW STD WINDOWS CLIENT OS INSTALL | \$ 90.00 | 5% | \$ 85.50 |
| Software | 931000 | CDW NETWORK APPLICATION INSTALL | \$ 100.00 | 5% | \$ 95.00 |
| Software | 1197183 | CDW APPLICATION UPDATES AND MAINTENANCE | \$ 22.00 | 5% | \$ 20.90 |
| Software | 1278296 | CDW OEM MFG OS INSTALLATION | \$ 90.00 | 5% | \$ 85.50 |
| Software | 1291101 | CDW LINUX INSTALLATION OS-ALL VERS | \$ 120.00 | 5% | \$ 114.00 |
| Software | 1550439 | SUN SOLARIS INSTALLATION – ALL VERSIONS | \$ 200.00 | 5% | \$ 190.00 |
| Software | 1550447 | VMWARE INSTALLATION – ALL VERSIONS | \$ 70.00 | 5% | \$ 66.50 |
| Software | 3803347 | CDW SOFTWARE CONFIG FOR PRINTER | \$ 24.00 | 5% | \$ 22.80 |
| Software | 3982800 | CDW HDD OS SWAP SVC REQ5012 | \$ 36.00 | 5% | \$ 34.20 |
| Configuration Project Management / COI | | | | | |
| Proj. Mgmt | 3110955 | CDW CONFIG PROJECT COORD HRLY CREDIT | \$ 75.00 | 5% | \$ 71.25 |
| Proj. Mgmt | 4289890 | CDW CONFIG PM 150 HRLY CHARGE | \$ 150.00 | 5% | \$ 142.50 |
| Proj. Mgmt | 3536706 | CDW COI PROJ COORD /OPS COST | \$ 5,000.00 | 5% | \$ 4,750.00 |
| Proj. Mgmt | 3543509 | CDW CONFIG PROJECT COORD CREDIT/UNIT | \$ 5.00 | 5% | \$ 4.75 |
| Proj. Mgmt | 3752290 | CDW PROJ MNGMNT CONFIG AP SVC | \$ 7.00 | 5% | \$ 6.65 |
| Proj. Mgmt | 4086747 | CONFIGS SERVICES PROJ MGMT(PER UNIT) | \$ 1.00 | 5% | \$ 0.95 |
| Proj. Mgmt | 4087191 | CONFIGS SERVICES PROJ MGMT(PER UNIT) | \$ 0.50 | 5% | \$ 0.48 |
| COI | 3268855 | CDW CONFIG PROJECT COORD COI SVC | \$ 300.00 | 5% | \$ 285.00 |
| COI | 3561536 | COI OPS PALLET RECEIVING/PROCESSING | \$ 480.00 | 5% | \$ 456.00 |
| COI | 4439488 | COI OPS PALLET/MONTH REC/PRO | \$ 40.00 | 5% | \$ 38.00 |
| COI | 3659769 | CDW COI OPERATIONAL EXPENSE WITH SN | \$ 10.00 | 5% | \$ 9.50 |
| COI | 3827583 | COI TEMP TAG NO INSTALL E-MAIL | \$ 10.00 | 5% | \$ 9.50 |

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.
10. **SALES/USE TAX, OTHER TAXES.**
- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- a. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Notwithstanding the foregoing, any Agreement audits must be pursuant to a signed Confidentiality Agreement agreed to by both parties which will be subject to applicable law, including the Arizona Public Records law. 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 location, and upon reasonable advanced notice of records to be audited.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement. However, notwithstanding the prior sentence, any claim shall not be an indemnified claim if such claim or damage was caused in whole by the actions of the City, its employees, agents, contractors or representatives.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
 - d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of Exhibit A. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner, as stated below.
- a. **Manufacturer's Warranty.** The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only materials (product) warranties offered are those of the manufacturer, not the Contractor or its affiliates unless the manufacturer is the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED,

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

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.

- b. **Services Warranty.** City's sole and exclusive remedy with respect to a warranty on the Services provided by Contractor will be, at the sole option of Contractor, to either: (a) use its reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by City related to the portion of the services not in substantial compliance; provided, in each case, City notifies Contractor in writing within five (5) business days after performance of the applicable Services. City shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof.
 - c. **Third Party Services Warranty.** In connection with the products (materials), 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 to the third party for any loss, claims or damages arising from or related to the provision of 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.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.**
- a. Except as it pertains to the Work Product in Subsection (b) below, all deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
 - b. City's rights to Work Product (meaning deliverables to be provided or created individually or jointly in connection with the services, not materials, provided by Contractor, 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 Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for City's internal use. City obtains no ownership or other property rights thereto. City agrees that Contractor may incorporate intellectual property created by third parties into the Work Product and that City's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Contractor's goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right (collectively "Claim") and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any Claim, or pay any settlement of such Claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its sole option and its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years based on a five (5) year straight line amortized basis. The forgoing provisions in this Section state the entire liability of Contractor and the sole and exclusive remedy of the City with respect to any Claim. Contractor shall have no liability or obligation to the City to the extent any Claim is based upon: (i) any combination of anything provided by Contractor with other software, hardware or other materials not authorized by Contractor or manufacturer; or (ii) any addition to, or modification of, anything provided by Contractor made after delivery to the City by any person other than Contractor.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

EXHIBIT C
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43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

City of Mesa

Information Technology Solutions and Services

Solicitation #2018011

October 23, 2017

Original



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





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

P: 847.371.5800
F: 847.465.6800
Toll-Free: 800.808.4239

www.cdwg.com/PeopleWhoGetIT

City of Mesa
20 E Main Street, Suite #400
Mesa, AZ 85201
October 23, 2017

RE: Information Technology Solutions and Services Solicitation #2018011

Dear Ms. Brause:

CDW-G is pleased to present the following proposal to the City of Mesa. As a leading provider of IT solutions to state and local entities, we are excited to present our response to your needs. Over the past decade through our relationship with National IPA, we have seen a consistent 30% annual growth of our contract. Our contract expertise, customer-focus, and commitment to diversity have enabled us to bring our customers the solutions and services that deliver outstanding value. We regularly respond to varied IT needs: Be it small rural communities to large municipalities and states, the City of Mesa can be sure that we are ready to be your partner in any IT enterprise. Below are just a few of the benefits that the members of this cooperative will enjoy:

Contract Expertise. Consistently meeting your needs is our main focus which is why we'll update your contract, adding new technologies as soon as you need them. If it is in our catalog, we can add it to your contract. Whatever your needs may be, we will work with you to make sure those needs are met. Included in your contract are pricing options that will enable the City of Mesa to compare pricing options. This benefit enables you to make more informed decisions and provides you with purchasing reports.

Local Presence, National Reach. Whether it's in small towns, rural counties, or large cities, we'll be where you are to leverage our national network of service providers, bringing you the expert/customer-centered solutions you've come to expect from us. With 30 locations nationally and coworkers located in 45 states, we are dedicated to serving our customers' needs, wherever they are. You will enjoy a dedicated team of CDW-G resources who stand ready to work with you and solve today's technology challenges. Coupled with our strong centralized support locations, we offer you a national contract with a local focus, tailored to your requirements, with a flexibility to grow with you as your needs change.

Commitment to Diversity. We work with hundreds of diverse suppliers to promote historically underutilized and local businesses. These local suppliers are part of the reason we are able to deliver exceptional products and services. As members of your local community, we work with these suppliers to better understand our customers' needs and to support locally-focused businesses. We partner with over 600 MBE/WBE businesses and achieve more than \$1.5B annually in overall diversity spend.

We look forward to establishing a collaborative working relationship and are confident that our proposal will exceed your expectations. To discuss our response, please contact Proposal Specialist Cale LaSalata at calelas@cdw.com or 203-851-7211.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christina V. Rother'.

Christina V. Rother
President, CDW Government LLC

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Executive Summary

The City of Mesa, through this solicitation, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to enable public and non-public entities in Arizona to purchase all manner of IT solutions and services. Understanding that value and efficiency in procurement are hot-button issues for the City of Mesa, we have kept that as our guiding principles for the response contained herein. As states and municipalities work within constrained budgets, now more than ever, value and sound purchasing practices of utmost importance when choosing an IT solutions provider and partner. CDW Government LLC (“CDW•G”) has been a reliable partner of National IPA for over a decade with a demonstrable track record of delivering outstanding IT solutions, with efficient delivery, and all of the benefits that come from this contract.



What sets our offer apart from what our competition will provide is that our approach to our customers is to treat them as a partner. Everything that we do as a company revolves around the main focus of our business: our customers. Because we provide solutions to a variety of entities (from public to private; small businesses and rural communities, to the federal government and large municipalities), we know that solutions aren’t “one-size fits all.” Tailoring our solutions to our customers requires us to get to know you and meet you where you are to gain a better understanding of what drives your business.

Evidenced by our ten year successful relationship with the team at National IPA, our approach to IT solutions reflects a belief that true value comes from delivering to our customers exactly what they want, when they want it. Efficient online purchasing, dedicated support, highly certified services providers, and contract compliance are only a few of the features of what we can deliver to the City of Mesa.

Contract Excellence

Understanding that compliance with city policy and state financial statutes is important to the City of Mesa, we have built our response to Mesa around our approach to working with government customers. We know that the City of Mesa has legal and regulatory compliance requirements to which you have to adhere. That is why our approach incorporates your regulatory compliance needs and builds your contract around those obligations. Contract participants’ Account Center has a wealth of information which will enable them to make better informed purchasing decisions and provide them reports on purchases, updated pricing, and much more.

What differentiates us from our competition is our Program Management team who oversee the administration of negotiated contracts. While some of our competition may have one or two individuals tasked to ensure contract compliance, we maintain a team of highly trained professionals whose sole goal is ensure that we meet our commitments to our contract customers. Program Managers also work with our Marketing department to promote your contract and educate our sales force on the particularities of the contract. Our Program Management teams work to make sure that our sales teams are educated on the contract requirements.

Our Program Management team also compiles a variety of reports, ranging from updated pricing and product options to purchase history and analyses of the success of the contract.

Some of the features of what we will provide you are:

- Understand and Comply with all applicable statutory and contractual provisions;
- Maintain consistent, contract-compliant pricing;
- Comply with any security requirements;
- Follow proper protocols, including obtaining customer approval, prior to making any substitutions or deviations from the original contract requirements and specifications;
- Engage directly, honestly and truthfully in our discussions with agency representatives and government employees

In addition to a flexible contract, contract participants will enjoy the advantages of a dynamic pricing structure. As CDW•G employs a vendor-neutral approach to IT solutions, we leverage that method to deliver better pricing to our customers. Because of our size and reputation in the IT marketplace, we have the ability to deliver volume discounts, exclusive pricing, and special promotions unavailable with other IT solution providers.

National Services Presence

We have over 30 offices around the United States. Meeting contract participants where they are is really important to us: We want to understand our customers' needs, their environment, the particularities that make contract participants the unique customers they are. Understanding what drives purchasing decisions helps us provide more tailored solutions. We have a national network of service providers, all trained in the latest approaches, methodologies, and solutions, consistently carrying the highest level of OEM certifications. This means that when contract participants need us to come into their environments and provide guidance, they can be sure that they're receiving guidance from seasoned experts with years of experience in solution deployment.

Our Services model offers customers an unusual combination: the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency and resources of a multinational provider. We have 30-plus local branch offices throughout the United States and Canada. So, chances are, we're within driving distance of contract participants. In addition to our local branches, we have over 1,100 services professionals and a network of trusted service and solutions partners. In fact, because of our national scale, CDW•G is able to identify areas of emerging need for our customers and then ramp up our expertise and resourcing in those areas.

Logistics

One of the many benefits of our proposed solution is how we work with you to deliver your IT purchases. From order placement to delivery, how we bring you your purchases is almost as important to us as what you buy. Making the purchasing and delivery process easier and time-efficient, we work hard to guarantee that you receive the most cost-effective purchasing options available. Your account center will enable you to:

- Connect with your dedicated account manager and team of specialists;
- Create and retrieve quotes and collaborate with your account manager;
- Promote IT standards;
- Track orders and shipments;
- Manage purchases and payments;
- Set shipping and billing preferences and manage contact information

Factor in our two strategically-located distribution centers that hold \$220M of inventory, on average, you can be sure that we have what you need when you need it, and have the ability to get it to you quickly. We maintain both a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. The combined square footage of our distribution centers is three times greater than most of our competition. These locations facilitate quick distribution of products to our growing customer base throughout the country

Breadth of Coverage

CDW•G has over 840 Account Manager and 65 Field Representatives forming account teams across five verticals: Higher Education, K12 Education, Healthcare, Federal Government, and State & Local Government. In addition, our account teams are organized geographically: North, South, East, and West which facilitates their ability to be uniquely aware of the local landscape, identifying key partnerships and common local practices for contracting. These account teams are supported by technology specialists and segment technologists who can go deep into particular solution sets with our customers. No other national provider can claim the size and depth of knowledge of our highly skilled account teams, it is a particular point of pride for CDW•G. Wherever our customers are located, CDW•G invests heavily in our sales teams' ability to meet our customers' needs.

Summary

The City of Mesa can be confident that by partnering with CDW•G for the National IPA contract, we will be able to meet your needs and deliver the best value for contract participants. Evidenced by our successful ten year relationship with the City of Tucson, Mesa can expect the same level of local attention from a national IT solution provider. We stand ready to bring you a contract that will be tailored to your requirements and considerate of what's important to you. At every stage of the lifecycle of your contract, your dedicated team of Account Managers, Program Managers, and Service providers is prepared to advise you and work with you to guarantee your total satisfaction; ensuring our commitment to you is consistently met. We are pleased to offer you the following proposal and look forward to being your trusted partner for years to come.

Tab 2

Program Description and Method of Approach

1. Provide a response to the national program.
 - a. Include a detailed response to Attachment D, 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.

CDW•G Response:

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.

3.1 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.

3.2 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 1,100 leading IT manufacturers.

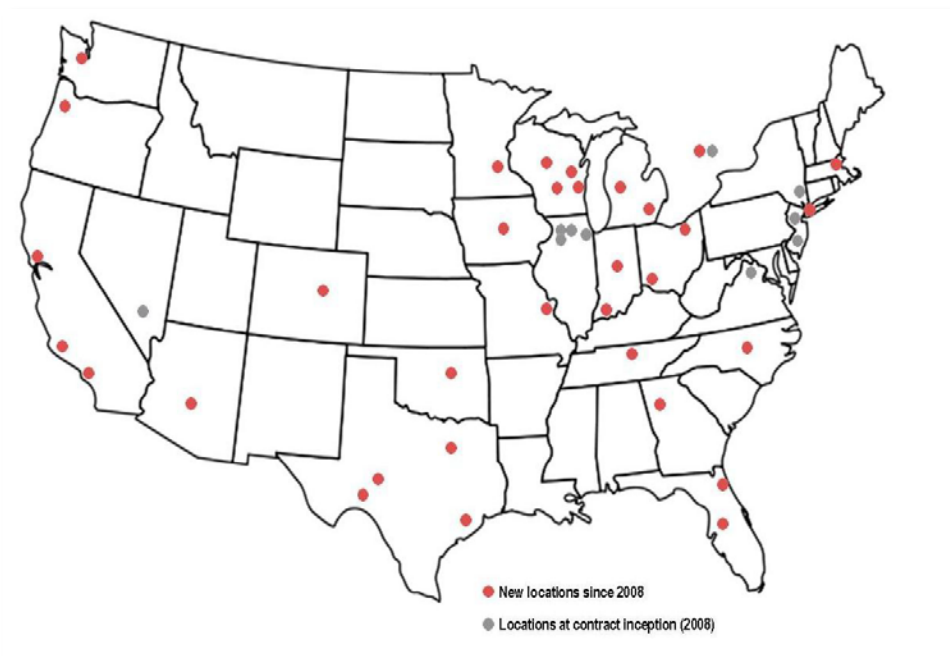
CDW•G delivers more than just product; we also deliver IT solutions. We offer a full range of technology services including: cloud computing, consulting, system configurations, implementation, and training. CDW•G designs and implements complete business solutions that address a full range of complex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

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

CDW•G currently employs more than 1,456 coworkers, part of our larger organization of 8,800 employees nationwide and in Canada, with over 30 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 a similar contract with National IPA's involvement in 2008, we had offices in five states and Canada. 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 over 30 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.



D. Annual sales for the three previous fiscal years.

Below you can see evidence of CDW Corporation's sales growth, CDW•G's growth, and our growth on the contract as well. CDW•G consistently drives compounding growth in both areas, and anticipates these upward trends to continue. The growth rates of National IPA

exceed the standard rate for CDW•G, demonstrating our results to both grow organically and 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 |
| 2013 | \$113 | \$4.2 | \$10.8 | | | |
| 2014 | \$160.1 | \$4.9 | \$12.1 | 41.5% | 16.7% | 25.0% |
| 2015 | \$253.7 | \$5.1 | \$13.0 | 58.5% | 4.1% | 7.4% |
| 2016 | \$390 | \$5.6 | \$14.0 | 53.7% | 9.8% | 7.7% |

E. Submit your FEIN and Dun & Bradstreet report.

CDW•G FEIN: 36-4230110

Dun & Bradstreet numbers:

CDW Corporation 107627952
 CDW Government LLC 026157235

CDW•G cannot supply a Dun & Bradstreet report, as it violates our contract with Dun and Bradstreet. The City of Mesa can obtain a report for CDW•G from Dun & Bradstreet.

3.3 Distribution, Logistics

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

We offer more than 100,000 brand-name products from over 1,100 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

CDW•G keeps a large breadth of products and fresh inventory on hand, in order to provide contract members with new technology as it becomes available. We constantly monitor trends within the IT industry to ensure that we offer our customers the latest technology and the most optimal solutions. Our inventory management system enables our purchasing department to excel at maintaining a one- to four-week supply of products in our distribution centers. Our inventory turns over 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 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 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.

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

We receive 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. 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 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. 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.

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. Each distribution center serves as backup for the other. 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: Synnex, Tech Data, and Ingram Micro. Our OEM partners send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. 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 7, 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.

3.4 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

Per Arizona Revised Statutes § 44-405, the following information is confidential and proprietary and it might contain trade secrets therefore not subject to disclosure in case there is a request.

Part of CDW•G's commitment to our customer base is constantly seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. We bring senior leaders from across our public-sector management team together with National IPA 2-3 times per year to review contract initiatives and customer feedback.

Our ongoing efforts with National IPA in seven specific target accounts highlights this unique and longstanding collaboration. We meet monthly to review the current state of business and execution of each account's growth strategy. In 2017, we have already seen success in Los Angeles World Airports and the City of Kansas City. The combined teams will continue to drive contract adoption amongst non-participating agencies.

CDW•G's leadership team is securely behind the growth and strategy of this program – both to the benefit of the City of Mesa and also across the nation. Key members of the leadership team include:

David Hutchins, CDW•G's VP of Education 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 the latest technology solutions to help further the mission of 'the connected classroom' across the nation.



Robert F. Kirby, CDW•G's VP of Federal and State & Local Sales, is an executive sponsor for this contract. He will ensure that sales teams work towards the success of the contract and consistently works with manufacturer partners to allow CDW•G to bring contract participants further benefits through targeted solution campaigns, like our public safety initiative.

Tara Barbieri, CDW•G's Director of Capture, 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. Internally, she has promoted this contract to CDW's President Tom Richards and, externally, to HPE's Meg Whitman. This is to say that for over ten years, she has worked tirelessly to champion this contract and has been integral to growing this contract into what it is today.

To facilitate our growth strategy, CDW•G holds many 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 volume has surpassed the \$350M mark as of last year in yearly sales. We understand through competitive research that our competitors rarely take issue with similar requests for commitments; yet we can easily find evidence that they too hold plenty of public contracts.

| Dell | Zones | WWT | Connection | Carahsoft |
|---|--|--------------------------------------|--|---|
| National Cooperative Purchasing Alliance (NCPA) | National Joint Powers Alliance (NJPA) | California CMAS | Texas DIR | US Communities |
| NASPO Value Point (NVP) | Texas DIR | State of MO PC Prime Vendor Contract | Massachusetts ITC47 | National Cooperative Purchasing Alliance (NCPA) |
| Midwestern Higher Ed Compact (MHEC) | California CMAS | Ohio Hardware, Software & Services | National Cooperative Purchasing Alliance | PEPPM |
| Texas Dept of Information Resources | PEPPM | Texas DIR | TIPS/TAPS | MiCTA |
| Massachusetts ITC47 | National Cooperative Purchasing Alliance | Massachusetts ITC47 | Public Sourcing Solutions (PSS) | Massachusetts Higher Ed Consortium |

CDW•G takes our partner commitments very seriously and Mesa is our partner in delivering on the accompanying National IPA Agreement. In the first ten days post-award, our CDW•G Program Management team will provide a company-wide contract award announcement, as well as develop a contract training program for all SLED Account Managers to attend. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we are able to launch contracts to the CDW•G teams with the most powerful and applicable details to make the new National IPA agreement more successful than the one currently in place

- 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

Our Public Sector Account Managers are actively marketing the current contract to their customers and are very familiar with the structure of the contract. This is an enormous benefit to the City, National IPA, and the immediate momentum of the new contract. A 'refresh' training to enhance understanding of the new National Program, it's updates and nuances with City of Mesa as lead agency will be conducted within the first 30 days post award.

Familiarizing a completely new management team and educating a new group of Account Managers to a new contract is unnecessary with CDW•G. Other vendors, even after training, are likely to experience a significant period of growing pains, acclimating their sales staff to the offering. This ramp-up time will certainly have an impact on contract sales. This is often the case with new contracts, as National IPA and the City are aware. 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 National IPA's commitment to sound marketing strategies. The contract is now supporting almost **fifty-eight times** its 2009 purchases (the first full year of the contract). We believe that CDW•G is uniquely qualified to deliver growth over \$400 million in 2018.

All aspects of transitioning to the new contract will be seamless. The City and National IPA do not have to worry about member confusion or orders lost during training and setup time. Business will continue to flourish and training time will be 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 Public 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 can reload the new contract pricing structure within a matter of minutes and will have our website operation on the 1st day of the new contract. CDW•G will be able to seamlessly transition all agencies buying off of our current National Cooperative contract to the new contract, upon contract launch.

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

CDW•G already has much of this material. We are poised 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 attendance at the National IPA Regional Summit, aimed at increasing contract awareness; our Sales Wiki site, giving account teams easy access to marketing strategy and materials; and our monthly email campaigns to all National IPA members.

We also look forward to talking about our ideas to gain a better contract understanding, with an increased focus in the K12 sector and our top OEM partners.

- 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 2018, 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 will continue this practice with the new agreement, as well. For 2018, we are already committed to attend NASPO, and the National IPA Partner Summit.

We are willing to continue 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 "Building 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.

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


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.

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.

We 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.

National IPA Information Technology Solutions Agreement



Publicly solicited and awarded by City of Tucson, Arizona and offered nationally through National IPA. Welcome to the National Intergovernmental Purchasing Alliance Information Technology Solutions Agreement Website. This agreement (Contract #130733) is a result of a competitively bid 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 participants 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.

FEATURED PRODUCTS

| | | | | | |
|--|--|---|---|--|--|
| | | | | | |
| Samsung Chromebook XE303C12 - 11.6" | Lenovo ThinkCentre M72e 4004 - Core i3 3220T 2.8 GHz - 4 GB - 500 GB | HP SB EliteDisplay E2211 21.5" LED-backlit LCD - Black | HP ProBook 4540s - 15.6" - Core i5 3230M - Windows 7 Pro 64-bit / 8 Pro dow | Cisco Aironet 3702i Controller-based - wireless access point | HP Officejet 100 Mobile Printer |
| Exynos 5 1.7 GHz - Chrome OS - 2 GB RAM - 16 GB SSD - 11.6" 1366 x 768 (HD) - silver | SAVE NOW: Save \$15 by buying Office and Windows 8 Device - Tiny desktop - 1x Core i3 3220T / 2.8 GHz - RAM 4 GB - HDD 500 | LED monitor - 21.5" (21.5" viewable) - 1920 x 1080 - AH-IPS - 250 cd/m2 - 1000:1 - 8 ms - DVI-D, VGA, DisplayPort - black - | Core i5 3230M / 2.6 GHz - Windows 7 Pro 64-bit / 8 Pro downgrade - pre-installed: Windows 7 - 4 GB RAM - 500 GB | Wireless access point - 802.11a/b/g/n/ac - Dual Band | Printer - color - ink-jet - Legal - 600 dpi - up to 22 ppm (mono) / up to 18 ppm (color) - capacity: 50 sheets - USB, Bluetooth, USB |
| Add to Cart | Add to Cart | Add to Cart | Add to Cart | Add to Cart | Add to Cart |

CONTRACTS

Search within your contracts: [Search](#)

- Cables (26685)
- Computer Accessories (14215)
- Computers (31453)
- Data Storage Products (20397)
- Electronics (5702)
- Memory (3740)
- Monitors & Projectors (8622)
- Networking Products (27928)

- Office Equipment & Supplies (9148)
- Phones & Video Conferencing (6559)
- Power, Cooling & Racks (13881)
- Printers, Scanners & Print Supplies (19572)
- Servers & Server Management (6961)
- Services (82416)
- Software (216798)

Links Of Interest

- [National IPA Home Page](#)
- [Participate in National IPA](#)
- [Contract Documents](#)
- [Marketing Material](#)

Contacts



Sydney Donahue
Account Manager
Phone: 877-705-4975



Pat O'Brien
Sales Manager
Phone: 877-898-2997



Jumana Dih
Program Manager
Phone: 312-547-9437

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.

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), Association of Educational Purchasing Agencies (AEPA), and National Joint Powers Alliance (NJPA) . CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs. For all of our national contracts, we have maintained the 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 participating agreements. Some of these customers include the City of New York, 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.

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 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.



CDW•G Is Committed To Texas K-12 Education

Today's modern-day classrooms are using technologies such as mobile devices, interactive technology and engaging learning spaces to make teaching and learning more effective. CDW•G understands K-12 education and will help you discover the solutions that can help improve learning outcomes, while keeping your classrooms connected and networks secure.



CDW•G offers multiple solution sets to meet your classrooms every need. Below are some of the key suppliers that CDW•G partners with.

Platform Solution Set



Devices Solution Set



Networking Solution Set



Audio Visual Solution Set



National IPA and CDW•G are here to help.

CDW•G has a team committed to Texas K-12 education. This team is experienced in working with Texas school districts of all sizes and can help meet your technology needs while offering a competitively awarded agreement compliant with state procurement regulations.

CDW•G contracts available through National IPA have been competitively solicited and publicly awarded by Region 4 Education Service Center and City of Tucson, AZ. Click [HERE](#) for more information about both of these amazing contracts.

For additional information about National IPA in Texas click [HERE](#)

For more information on CDW•G click [HERE](#)

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

CDW•G Response: CDW•G is offering our entire catalogue, including our complete portfolio of product offerings which includes over 100,000+ products from more than 1,100 vendors. We also offer a full suite of professional services to users of this contract. Given the landscape of the IT industry and its rapid changes, we have defined these categories broadly to easily facilitate adding new technologies and services to the resulting Agreement over the contract period. We intend to be your go-to supplier for all of your IT solution needs; so, whatever your need may be, you can be sure we have the solution that works for you. We are the largest, direct reseller in the US for many of our OEM partners which include: Adobe, Cisco, HP, Lenovo, and Panasonic. Based on the strength of our success and our product portfolio, we are able to offer our customers the newest technologies, more robust discounts, and OEM support unavailable with our competition. Additionally, as technology is constantly evolving, we are always on the lookout for new vendors and new technologies to add to our offerings. Our product line cards, organized by product category and manufacturer, follows this page.

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

CDW•G Response: Our services portfolio that we bring to our customers encompasses a wide array of both standard and specialized services. With over 1,600 highly trained and certified engineers in 30 locations nationwide, we offer the City of Mesa and National IPA contract participants the most optimal services in the IT industry. Below is a sampling of the services we provide to our customers:

Cloud Computing: We know how important cloud computing is to our customer base, and are determined to lead the industry in mastering this complex, highly customizable service. Our internal cloud campaign is educating our Account Managers on how to assist our 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. Our Cloud offerings do require an additional Cloud Services form, but your Account Manager will walk you through the process.

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

Consulting and 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

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:



- | | | |
|-------------------------------|------------------------------|-----------------------------------|
| <input type="radio"/> Acer | <input type="radio"/> HP | <input type="radio"/> Service Net |
| <input type="radio"/> Apple | <input type="radio"/> IBM | <input type="radio"/> Sony |
| <input type="radio"/> Fujitsu | <input type="radio"/> Lenovo | <input type="radio"/> 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.

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

Implementation: Our national footprint is expansive, with over 600 engineers on staff in more than 26 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 (coterminous, break/fix, and retainer)
- Post-sale technical support
- Product and certification
- Help desk services

Hardware and 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's service projects incorporate 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.

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. Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transaction is between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.

[Redacted content]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

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

CDW•G Response: We have access to more than 100,000 top brand-name products from more than 1,000 manufacturers. We carry over \$220 million in inventory, and ship most in-stock products the same day they are ordered. Because of our distribution centers are strategically located in Vernon Hills, IL and Las Vegas, NV; we have the capability to deliver a wide array of shipping options that best fit your needs.

Because of our position as one of the largest direct resellers in the U.S., we work closely with all of the major shipping companies to ensure you receive your orders on time. We work with UPS, FedEx, CEVA, UPS Freights, Dynamex, and Veterans Messenger service to get you what you need, when you need it. We offer overnight, same day, 2 day, 3 day, and ground shipping options to best meet your needs. On average, we ship up to



54,000 boxes per day and contract purchasers receive a shipment from CDW•G in just **3-5 days**, far surpassing our competitor's capabilities.

Our two distribution centers have a combined square footage of almost a million square feet. Every stage of our distribution process is automated, with our custom-designed sorting systems, built to optimize the shipping process. Packed boxes are sorted and weighed onto the conveyor system. Combined, our distribution centers have almost twelve miles of conveyor belts that feed the sorting system. The barcode scanner reads the shipping label and the packed box's correct loading dock is determined. 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. When your package reaches the correct shipping portal, the sorting system drops your package down a chute that brings your order to the door dock to be loaded onto the correct carrier's truck and then your package is on its way for delivery.

The benefits of our automated distribution systems are that the City of Mesa will receive the right products, configured to your specifications and ready to use out of the box, and delivered on time

6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.

CDW•G Response: 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. CDW•G processes all purchase orders. If our customers have customized agreement that

include a Tier 1 diversity requirement, we work with diverse supplier partners local to customers, to deliver your products and your orders on time.

Distribution Partners. Our Distribution Partner Network includes over 130 different suppliers, meaning we can provide any product National IPA members would need. Like our OEM partners, we're the largest partner for many of our Distributors. And like our manufacturer partner relationships, this results in direct benefits for CDW•G and our customers. Most send us EDI downloads or real time information on their available inventory, resulting in access to products usually in as little as a day. As another example, we are a top Ingram Micro partner and hold Elite Partner status. This partnership provides a customized and exclusive support resource to our Account Teams and customers, among other benefits. The CDW dedicated priority phone queue has an average wait time of less than two minutes.



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 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.

Shipping Partners. We have a number of shipping partners to provide our customers their products, fast. In fact, both companies have employees on site at our warehouses. These individuals have a long history of supporting our logistics operation, ensuring efficient processing and movement of customer orders. This helps us keep our carrier goal of 99.04%, beating the industry standard of 98%. Some additional benefits of our UPS partnership includes a customized Loss Prevention Program to ensure integrity of customer packages; a collaborative tracking program with our customer relations department; and IT automation between

All contract management functions will continue to be handled by Mark Ellis and his Program Management team. When any of our partners are involved, CDW•G manages the relationship and liability involved. We do ask customers to mutually agree to and sign Statements of Work for all service engagements through CDW•G. This is to ensure we keep Members apprised of the responsibilities, timelines, and progress of the project.

In instances where customers would like to integrate their e-Pro applications with our own, CDW•G will provide the integration assistance; however, the relationship the member has

with their e-Pro application vendor is their own, any applicable vendor fees resulting from the integration will be the responsibility of the member

- 7. Provide the number, size, and location of your firm's distribution facilities, warehouses, and retail network as applicable. Provide information on the productivity of your facilities and systems as follows:**
- a. How many orders are processed daily on an average**
 - b. How many devices does your facility configure daily on an average**
 - c. What is the highest number of orders processed in a single day**
 - d. What is the highest number of devices configured in a single day from the facilities described**

CDW•G Response A: Our two distribution centers process an average of 54,000 units per day.

CDW•G Response B: Our configuration staff, which includes 200+ Technicians, Engineers, Management, and Support Staff, complete an average of 7,000 custom configurations per day.

CDW•G Response C: At peak times, our two distribution centers process a combined average of 135,000 units per day.

CDW•G Response D: During seasonal spikes, our configuration staff configures almost 12,000 devices per day.

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.



CDW•G's Configuration Centers, also located in Vernon Hills and Las Vegas, maintain a combined square footage of over 100,000 feet.

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.

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

CDW•G Response: 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. Please see Tab 7 “Appendix” for our full return policy.

9. 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 Response: CDW•G mails invoices the day after the product(s) is shipped out of one of our distribution centers or, if you prefer an electronic invoice, you 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, you can also print copies of original invoices via your 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 are 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.

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

CDW•G Response: 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 and this is our best effort and therefore, not a guarantee. 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 Response: 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?

CDW•G Response: 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?

CDW•G Response: 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. Our vast distribution capabilities means that we can draw from our OEM partners to ensure that, if we do not have your item in stock, we can still procure and deliver your order.

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

CDW•G Response: 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. There is no additional fee assessed for smaller orders, unlike some of our competitors.

Since inception of this contract, we have become authorized for increasingly complex technologies, including large storage arrays where freight costs must be considered in the overall quote to the customer. In separating shipping costs for heavier items, it removes the need to consider the costs in the entire category discount, and allows us to provide customers deeper discounts for all products that fall within the category

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

CDW•G Response: 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. Customers 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.

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

CDW•G Response: Your Account Manager stands ready to assist you in any type of query you may have and is available, during business hours and beyond, to assist you and your customer service needs. Their sole goal is to ensure your complete satisfaction. If you experience any type of technical issue, your Account Manager will facilitate a timely resolution.

In the event that your Account Manager is unavailable, CDW•G's customer service team is well-equipped to help you resolve your problem. 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.



We offer our customers Sales Support, Technical Support, and Website Support. All of our customer support options can be accessed via phone, fax, email or chat. For all of our support options and hours of operation, please visit: <https://www.cdw.com/content/contact-us/support.aspx>.

a. Is online support available?

CDW•G Response: Yes, CDW•G's online technical and customer 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 customer's 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?

CDW•G Response: 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?

CDW•G Response: With CDW•G every customer is automatically provided one single point of contact, their Account Manager, from the very first inquiry for service. Irrespective of the size of your order or what your needs might be, every CDW•G customer receives a dedicated Account Manager who will see to ensuring your satisfaction. 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.

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 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. Our Account



Managers also participate in the Sales Residency Program which delivers another layer of customer-focused training to your Account Manager.

On average, our customer relationship is 11.1 years which means our Account Managers dedicate their time to getting to know our customers and what drives their purchasing decisions. This means that our customers, particularly in the public sector, choose to work with us, year after year. This is a testament to our dedication to our customers' satisfaction.

Account managers focus on learning their customers' processes, requirements, needs, and challenges. For larger, enterprise class accounts, there are multiple Account Managers assigned to those accounts. These teams work as a team to make sure you receive the highest level of customer service. 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
- 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 a network of subject matter experts. Account Managers utilize these resources to provide complete guidance to their customers. This network includes:

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| 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 public sector also has Business Development Managers who focus 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 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 are the expert in supporting our 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 |

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| | scope project requirements, 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 | 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. 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. |
| Program Manager | Program Managers launch and manage contracts once awarded. They are a valuable resource to Account Managers, 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 Response: CDW•G Account Managers assist their customers in resolving any issues and is the primary point of contact for problem resolution. Your Account Manager has extensive relationships with our OEM partners and have internal processes to escalate your problem to the appropriate resource with our partners. Your Account Manager, being your primary point of contact, will address or route to his support team issues regarding:

- Customer service requests
- Quote and order issues
- Billing problems

If your Account Manager is unavailable to assist you, he/she will escalate your issue to their Sales Manager. If for any reason their Sales Manager is unable to resolve the issue, they will escalate the problem to their Director or the segment Vice President, if needed.

You may contact CDW•G's Customer Relations department at either 866-782-4239 or CustomerRelations@web.cdw.com. A representative will be assigned to your case, based on their skills and expertise, who will then engage the resources necessary to resolve your issue. CDW•G tries to resolve all issues within 24 hours.

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 Response: We have call



centers in North Las Vegas, NV; Vernon Hills, IL; Phoenix, AZ; Shelton, CT; Tampa, FL; Reston, VA; and Eatontown, NJ. Their hours of operation are 6am-8pm MST.

We strive to make it easy for our customers to get in touch with us. From your dedicated Account Manager to our customer service team, we have multiple options available to our customers to address your needs. CDW•G provides post-sales customer support Monday – Friday from 6am – 6pm Mountain Standard Time. Our customer service team assists customers to ensure the product is working as the manufacturer intended and work with them in case of any issue. 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?

CDW•G Response: Response depends on the seriousness of the request made but typically CDW•G makes every effort to respond to all Customer Service Requests (CSRs) within 24 hours. 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?

CDW•G Response: Yes, we focus continually on improving our ability to provide the best service and products in the industry to our customers. Most inquiries and issues are resolved by your Account Manager. We have an internal customer assistance network (ICAN) that supports your Account Manager in providing you with optimal customer service. Our internal network helps your Account Manager resolve issues with: purchasing, drop ship, new items, and distribution. This internal network strives to resolve issue in 3 hours or less. Beyond your Account Manager, we have a number of corrective processes in place which 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.

We offer many ways for our customers to provide us with their feedback, the primary avenue being the website (www.cdwg.com/content/about/cdw-reviews.aspx). The results have been overwhelmingly positive, with customers rating their experience with CDW•G 4.6 stars out of 5. We also survey our customers to understand how we can meet their needs better. In 2016 we added three additional surveys to better respond to our customers. We've begun to specifically survey our customers' opinions in the following additional areas:

- Sales Contact Center
- Customer Relations
- Advance Technology Services

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*".

h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any costs associated.

CDW•G Response: We will work with you to hold and warehouse your products in our distribution center for a pre-arranged period of time, depending on your project needs. CDW•G will purchase your products from the OEM or distribution channel partners and perform any required configurations. At that point, we will hold your products at our distribution center until you are ready for them. With 48 hour notification, we will prepare your order for shipment and release your order based on your schedule.

Typically customers will pay upfront for this service: one charge for the space to hold your purchase and one charge for the labor. Space and labor fees are based on the factors such as the pallet space required, the amount of time you request to hold your products in our warehouse, and the timeline for your product shipments. These fees are negotiated prior to warehousing your purchases and your Account Manager can provide you with more information on our holding and warehousing capabilities

12. Describe how your company will assist customers in navigating OEM warranty process.

CDW•G Response: Your Account Manager will assist you in navigating the OEM warranty process. Products sold by CDW•G come with the manufacturer's standard warranty and the City of Mesa 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
- 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.

13. Describe how your firm will notify customer of new products.

CDW•G Response: As technology is constantly evolving, there are always new products and services coming to market. Our customers depend on the latest technologies to make their enterprises run more efficiently and 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. Our website, www.cdwg.com, is constantly updating with new products and services that we offer to our customers. Our live catalogue is updated daily and you can browse our most current products and services.



As a contract customer, we deploy a number of ways to keep you informed. Via our website (www.cdwg.com) and your Premium Page, you will be able to view the latest technologies available to you and pricing options to help you make better-informed purchasing decisions. They are constantly up-to-date on the most current and emerging technologies. Be it your Account Manager, our website, or your Premium Page, you can be sure that we will work tirelessly to keep you informed of ways to improve how you do business and which solutions best fit your needs.

14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).

CDW•G 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. Your Account Manager will be the first source of updates on products that are nearing end of life. Because we maintain a live catalogue on our website, you will also be able to see in real time which products that we offer are nearing end of life. Your Account Manager 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.

15. 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. Is it the intent to use employees of your company or will this be an outsourced function?

CDW•G Response: Your Account Manager stands ready to help you navigate this process. They receive regular trainings on new products and technologies from OEMs, receiving OEM certifications as trained, certified experts which enable them to assist their customers. We encourage customers to contact their Account Manager when technical 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.

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

CDW•G Response:

| Available Services | |
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| Cloud | Our cloud services will enable you to grow as cloud solutions change and evolve over time. We have been at the forefront of the emerging virtualization technology and are well-positioned to advise you on the Cloud Solution that best fits your needs. We are vendor neutral and we currently work with over 40 cloud solution providers. We offer a range of Cloud Solutions and will work to make sure that you receive the most cost- |

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| | <p>effective solution. Some of our Cloud Solution services include:</p> <ul style="list-style-type: none"> • Planning Services • Migration Services • Integration Services • Managed Services |
| Maintenance | <p>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:</p> <ul style="list-style-type: none"> • 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 | <p>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.</p> |
| Design | <p>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.</p> |
| Consulting and Analysis | <p>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 system.</p> |
| Training | <p>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</p> |

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| | <p>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.</p> |
| Repair | <p>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:</p> <ul style="list-style-type: none"> • Acer • Apple • Fujitsu • HP • IBM • Lenovo • Service Net • Sony • Toshiba |
| Asset Tagging/ Configuration | <p>We provide asset tagging and configuration services To better help our customers protect their assets and to ensure that you have an accurate accounting of your inventory. We provide multiple asset tagging options: From serial or part numbers, to location or manufacturer, your equipment can be asset tagged using our CDW•G asset tags or your own tags, customized to your specifications. We can configure your equipment in our Configuration Centers according to your needs so that your products come ready to use out-of-the-box. These services will save you time and increase productivity. Your Account Manager will help you determine which options are the best fit for you.</p> |

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.

17. Describe options for leasing and financing and the various payment methods accepted.

CDW•G Response: CDW•G has a department dedicated solely to assisting our customers with their leasing needs. We take a vendor agnostic approach and 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. 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 and returning the equipment.

CDW•G's Leasing Team helps members navigate through all the available leasing providers to select the best option to fit the customer's needs. For members with a Master Lease Agreement established, we more than likely have a partnership in place with their provider, or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. We are a recognized force with many of our leasing partners, such as our 2014 HP PartnerOne Financial Services Partner of the Year Award. Often, we are able to leverage our relationship with our partners with more advantageous rates or terms. For Members that have diversity requirements to meet, we can recommend our WBE certified leasing partner, Commonwealth Capital Corporation.

We'll incorporate leasing into our sales team trainings for the contract, so that sales can recognize opportunities where leasing would benefit the members and to be able to speak to the different lease options available.

We are also able to accept payment via the following methods: Credit Cards (American Express, Discover, MasterCard, Visa), Checks, EDI, EFT (Electronic Funds Transfer), and Procurement Cards.

Tab 3

Pricing Forms

- 1. Provide price proposal as requested on the Pricing Document (Attachment A- “National TAB”) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City’s Market Basket listed in Attachment A.**

CDW•G Response: The central metric in a pricing structure is the index from which that price is derived. CDW•G utilizes our Nationally Advertised Price (NAP) as the starting point in our price proposal. Contrasted with traditional MSRP (Manufacturer’s Suggested Retail Pricelists) which does not reflect market conditions and therefore does not change, our NAP pricing is scaled and adjusted to remain competitive in the marketplace. Our customers can be sure that the pricing quoted is the most up-to-date and competitive available.

To provide National IPA with a complete catalog offering, CDW•G is proposing contractual pricing to be factored by applying discounts to CDW•G’s product taxonomy. This approach ensures a complete catalog offering, provides the greatest breadth of product offering, as well as an easy “on-ramping” as new product and technologies are introduced. For ease of evaluation and to be compliant with the RFP requirements, CDW•G has conformed to the City of Mesa’s product taxonomy in the market basket as well as the National Discount sections of the price proposal, however the resultant contract will be managed utilizing the CDW•G Category table listed below:

| CDW•G Categories | Discount |
|--------------------------------|----------|
| Accessories | 6.75% |
| Power, Cooling & Racks | 5.00% |
| Desktop Computers | 3.00% |
| PC Compatible Desktop Computer | 2.10% |
| Data Storage / Drives | 5.50% |
| Enterprise Storage | 5.00% |
| Point of Sale/Data Capture | 4.25% |
| Servers & Server Management | 4.00% |
| Services (CDW Delivered) | 0.00% |
| Notebook/Mobile Devices | 2.50% |
| Notebook Computers | 2.10% |
| Convertible PCs/Slate PCs/iPAD | 2.25% |
| Chromebooks | 0.00% |
| Netcomm Products | 5.50% |
| Gigabit Switch | 6.00% |
| Modular Switch Chassis | 6.00% |

| | |
|--------------------------------------|--------|
| Modular Switches | 5.50% |
| Carts and Furniture | 5.00% |
| Printing & Document Scanning | 3.00% |
| Services (3rd Party Delivered) | 0.00% |
| Warranties-Product Protection | 3.50% |
| Software | 4.00% |
| Collaboration Hardware | 4.25% |
| Memory/System Components | 13.00% |
| Video-Projection-Pro Audio | 3.50% |
| Cables | 15.00% |
| CDW Configuration Services | 5.00% |
| Apple Products for Eligible Entities | .50% |

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, the total annual spend, etc.

CDW•G Response: 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.

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.

Per the requirements of the solicitation, Attachment A- Pricing Forms is included and attached in Excel format.

Tab 4

Qualifications (Abilities, Experience, and Expertise)

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.

CDW•G Response: In 1982, 28-year-old, strapped-for-cash Michael Krasny placed a \$3 classified ad in the Chicago Tribune for his IBM personal computer. After a flood of offers and a \$200 profit, he had an idea. Krasny formed MPK Computers and he became a computer broker. This company later became CDW. Krasny's goal was to make CDW the most successful seller of IT products in the U.S. Some of his first tasks to solve customers' problems include establishing a computerized database of product and customer info, creating algorithms to gauge product sales and demand, and a hand-operated warehouse roller to fill backlogged orders.



Michael Krasny compiled a list of guiding principles—principles that remain at the core of every decision CDW makes today. We believe the reason the National IPA/CDW•G relationship is so successful is because our values and philosophies practically mirror the values that make up the National IPA Way.

Our values begin with the belief that “People do business with people they like.” This is why we recruit top IT graduates, hire the industry's most experienced technology experts, partner with business entrepreneurs and educators, and engage military veterans with battlefield experience. It's because we want to support our customers with talented people who have not only walked a mile in their shoes but are committed to providing solutions that work.

CDW's way of business hasn't changed much since '82. We are still recognized by the hybrid business model developed by Krasny, a perfect blend of distribution and IT solutions provider in one knowledgeable force. We still practice a healthy dose of self and competitor evaluation, going from area to area looking for our weakest links and turning them into strengths. In fact, it is from this idea that CDW•G was born. We realized that neither we, nor our competitors, we're doing a great job of providing the segment-specific support to our public customers that they needed, or deserved. So in 1998, CDW•G was established, providing our government and education customers insight and expertise that fit their specific needs. In 2005, we incorporated healthcare segment into this mix.


We continue to use our innovative tools and our deep relationships with our customers and vendor partners to evolve our business as our customer needs dictate, such as our

OUR VALUES

At CDW, everything we do revolves around meeting the needs of our customers.

How do we continue to be a great company for our coworkers and our customers?

Here is our road map for success: the values we use to guide our behavior toward each other, our customers, our partners and our communities. The conditions around us may change, but holding fast to our values will always keep us on the right course.



The CDW Way

- We run our business with passion and integrity.
- We empower others to do their jobs.
- We keep our commitments.
- We treat others with respect.
- We resolve conflict directly.
- We listen.
- We include stakeholders in the decision process.
- We live our "philosophies of success" every day.
- We make things happen.

Philosophies of Success

- It's only good if it's win/win.
- Good luck many times comes disguised as hard work.
- People do business with people they like.
- Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
- Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
- Success means never being satisfied.

Figure 2: CDW•G and National IPA follow the same core principals to achieve success

expansive cloud portfolio. Proof this approach is working is our \$13.9 billion in sales for 2016 and our growing customer base of over 350,000 valued organizations.

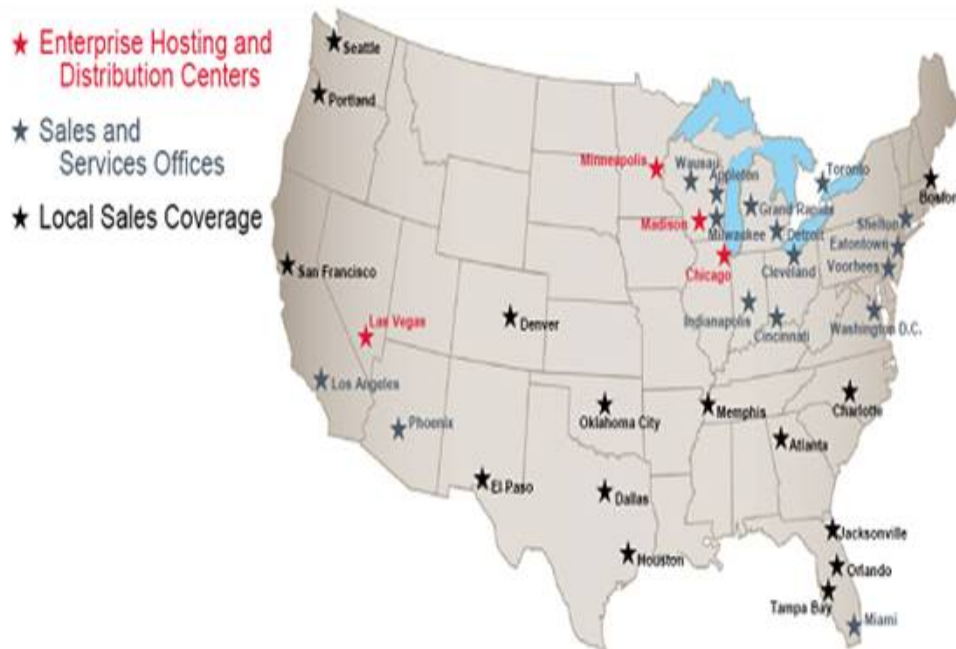
Many customers have remained loyal to CDW•G for decades because they know we aren't satisfied with past successes. Instead, we've been focusing on providing advanced solutions and service in areas like cloud computing, mobility, security, virtualization and networking.

2. Provide the total number and location of sales persons employed by your firm.

CDW•G Response: CDW•G currently employees 1456 coworkers in 43 different locations nationwide. Over 840 of our CDW•G sales force are Account Manager, with an additional 65 Field Account Executives dispersed throughout the country.

3. Provide the number and location of support centers (if applicable).

CDW•G Response: 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 public sector sales figures for 2014, 2015, and 2016 and the percentage mix of hardware, software, and services.

CDW•G Response: Below you can see evidence of National IPA Contract sales growth. The growth rates of National IPA exceed the standard rate for CDW•G, verifying our good faith effort to promote the contract within our existing client base.

| National IPA Contract Sales | | |
|-----------------------------|-------------------|-------------|
| Year | Sales In Millions | % of Growth |
| 2008 | \$4 | N/A |
| 2009 | \$21.7 | 442.50% |
| 2010 | \$44.1 | 103.20% |
| 2011 | \$83.3 | 88.90% |
| 2012 | \$99.4 | 19.30% |
| 2013 | \$113 | 13.68% |
| 2014 | \$160.1 | 41.68% |

| | | |
|------|---------|--------|
| 2015 | \$253.7 | 58.46% |
| 2016 | \$390 | 53.72% |

5. Please submit you FEIN and Dun & Bradstreet report.

CDW•G Response: CDW•G FEIN: 36-4230110.

Dun & Bradstreet numbers:

CDW LLC: 10-762-7952; CDW Government LLC: 02-615-7235

CDW•G cannot supply a Dun & Bradstreet report, as it violates our contract with Dun and Bradstreet. The City of Mesa can obtain a report for CDW•G from Dun & Bradstreet.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.

CDW•G Response: CDW•G holds a number of similarly structured contracts. Since 2008, we have grown our contract with National IPA, as evidenced in the chart above, and have demonstrated success in broadening and promoting the National IPA contract. Over the past eight years, National IPA contract sales have consistently grown, year after year, most recently reaching \$390M.

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.

7. 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.

CDW•G Response:

| Kern High School District- Business Services | |
|---|---|
| Contact | [REDACTED] |
| Address | 5801 Sundale Avenue, Bakersfield CA 93309 |
| Phone | [REDACTED] |
| [REDACTED] | [REDACTED] |
| Date of Service | 2014-today |
| Culpeper School District | |
| Contact | [REDACTED] |
| Address | 450 Radio Lane, Culpeper VA 22701-1521 |
| Phone | [REDACTED] |
| Email | [REDACTED] |
| Date of Service | 2005-today |
| Los Angeles Superior Court | |
| Contact | [REDACTED] |
| Address | 111 North Hill Street, RM 105D Los Angeles, CA 90012-3219 |
| Phone | [REDACTED] |
| Email | [REDACTED] |
| Date of Service | 2013-today |

- 8. 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 should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.**

CDW•G Response: The City's two primary customer service representatives' resumes can be found in Tab 7 "Appendix." Below are the references for each:

| References | |
|--|---|
| Mark Ellis, Manager- Program Management | Pat O'Brien, Field Sales Manager |
| Ohio Council of Educational Purchasing Consortium Elmo Kallner- Contact ekallner@mail.mecdc.org 614-579-2669 | City of Tucson Marcheta Gillespie- Contact Marcheta.Gillespie@tucsonaz.gov 520-791-4217 |
| Green River Regional Educational Cooperative Ann Burden- Contact Ann.burden@grrec.org 270-563-2113 | National IPA Ken Heckman- Contact Ken.heckman@nationalipa.org 615-289-8561 |
| National Joint Powers Alliance David Duhn- Contact David.duhn@njpacoop.org 218-894-5469 | City of Jacksonville/Jacksonville Transit Authority Burse Armstrong- Contact bjarmstrong@jtafla.com 904-630-3167 |

- 9. Provide information regarding if your organization ever failed to complete any work awarded.**

CDW•G Response: At the time of submission and to the best of our knowledge, CDW•G has never had a contract terminated for cause

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

CDW•G Response: Though CDW•G has been involved in litigation, it has not nor is it expected to impact our ability to provide products and services on this agreement. We have not filed any bankruptcies.

Tab 5

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 track order status, to include backordered items
 - f. to determine when an item was received and who received it
 - g. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
 - h. to create approval paths/levels for orders, to include creating an approval path for restricted items
 - i. to create “favorites” list or subscribed purchases other personalized list of frequently ordered items
 - j. to create a “shared” list for an agency to use
 - k. to obtain online customer service
 - l. to receive online training
 - m. to accept credit card payment (and describe the level of data offered; also describe your security measure for credit card orders)
 - n. to track their budget for purchases
 - o. to generate reports

CDW•G Response: Each Agency utilizing the contract has their own customized 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 interactive information about updates to the website via <http://www.cdwsiteinfo.com/>.

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, your Extranet site 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 prequalified 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

Your extranet page 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. The page 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 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. The

extranet page 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.

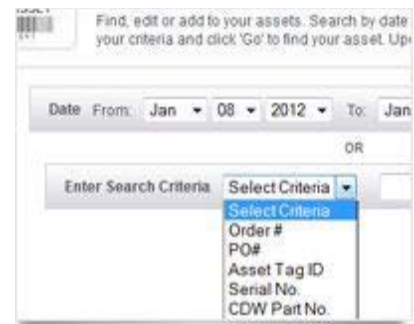
Catalogs and Custom Catalogs – Limit Product Purchase Rights

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

Your extranet page 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.



Account Linking — View, Place and Track Orders from Multiple Addresses

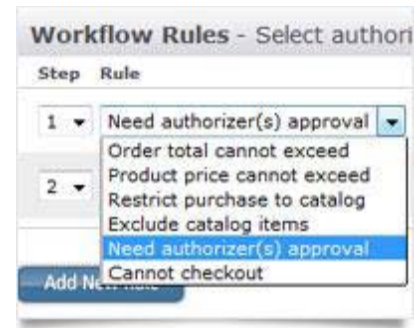
Account Linking lets customers view, place and track orders, including historical purchases across multiple bill-to addresses. A single login gives authorized users a way to efficiently access their order status from across the enterprise to anywhere in the world. This eases the challenge of multiple 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

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

The extranet page 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.



Product Finders — Easily Find the Right Accessories and Supplies

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 screenshots, a demo “CD/jump drive,” demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.

CDW•G Response: 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](http://www.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.

CDW•G Response: In October 2015 CDW•G was ranked No. 8 on the list of America's 500 largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide.

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

CDW•G Response: 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. We advise our customers on any significant changes 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?

CDW•G Response: 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. How does your company leverage your website to inform customers of the additional savings that may be available?

CDW•G Response: Our website has a dedicated tab for informing our customers of additional savings and deals that are available to them. Under the "Deals" header, as shown below, we advertise discounted products and pass this on to our customers. Deals span all product categories and manufacturers, and we inform our customers if a specific OEM is running a particular deal. We strive to pass on value and savings to our customers, and this is another way our website keeps our customers updated and apprised of our latest offerings.

The screenshot shows the CDW•G website interface. At the top right, there are links for 'Sign In | Create Account' and a shopping cart icon labeled 'Cart (0)'. Below this is a search bar with the placeholder text 'Search CDW...' and a magnifying glass icon. A red arrow points from the search bar area down to the 'DEALS' link in the main navigation menu. The navigation menu includes 'HARDWARE', 'SOFTWARE', 'SOLUTIONS', 'CLOUD', 'BRANDS', 'BLOG', and 'DEALS'. Below the navigation, there are two main promotional sections: 'Deal of the Week' featuring an Apple 9.7-inch iPad Pro with a price reduction from \$699.00 to \$539.99, and 'NEW: CDW Deals' featuring a laptop and a printer with the text 'Shop our deals on notebooks, desktops and much more.' and a 'See Deals' link.

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

CDW•G Response: CDW•G's website generates a number of customer email confirmations including quote and order confirmations, notification of back orders, and shipment notifications. National IPA members can enroll in paperless billing to receive credit card invoices via email, and reminders to order frequently used products. Order status information is available 24 hours a day on our Quick Order Status tool.

8. Describe the registration process to set up new customers for you online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

CDW•G Response: Yes, self-registration is available. Additionally, your Account Manager will be happy to walk you through the registration process and ensure that you're properly entered into the system. Your Account Manager are trained to enroll new customers to access the National IPA contract, should our customers need immediate access. A confirmation number is generated and sent to your Account Manager who will then provide this confirmation and the customer's CDW•G account number to your dedicated Program Manager, who immediately adds them to the system for contract access. Jumana DiHu, your Program Manager, adds new members to the contract typically within a week of receiving a new member list from National IPA.

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 will 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, ability to include budget information), etc.

CDW•G Response: Your Extranet account can be customized to your exact specifications. We can include your favorite items, frequently purchased products, bundled items. Your site will be tailored to your needs. 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 noncompliance.

Quotes – Enables you to create your own quote right from your shopping cart, forward it for preauthorization, 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 Response: 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.

The City of Mesa 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

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).

CDW•G Response: 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.

CDW•G carries many more highly customizable products than what we have historically carried on this contract. A uniquely customized product is not as simple to return as an off-the-shelf product. Once a product has been customized, we are unable to return it to the OEM ourselves; that activity must be handled directly between the purchaser and the OEM. Therefore, CDW•G proposes the following return policy:

- 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."*

More often than not, we are able to find a return remedy - even in the case of customized products. To ensure customer clarity around returning customized items, we will instruct our Account Managers to discuss the return policy with the customer during the building process for customized solutions, if they are not already doing so.

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? Is there a cost for these services?

CDW•G Response: CDW•G has implemented eCommerce solutions with over 72 eProcurement partners, for over five thousand customers on most of the major purchasing platforms. There is no charge for integration support, unlike some of our competitors.

CDW•G has overseen cXML and OCI Punch-Out solutions since 2001, with over 8,000 integrations to date. These integrations make up a quarter of our web business. There are three teams that span the eCommerce/IT/Sales departments that are solely dedicated to eProcurement integration projects.

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. There is no additional charge for these services.

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.

CDW•G Response: 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. 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 6

Other Forms

The following forms should be completed and signed:

1. **Vendor Information Form**
2. **Exceptions & Confidential Information Form**
3. **General Questionnaire Form**
4. **Lawful Presence Affidavit**
5. **Respondent Certification Form (Offer and Acceptance)**
6. **Respondent Questionnaire**
7. **W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation.**

CDW•G Response: CDW•G's response to these forms follow this page.



REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: CDW Government LLC

Doing Business As (if different than above): _____

Address: 230 North Milwaukee Avenue

City: Vernon Hills State: IL Zip: 60061-9740

Phone: 800-808-4239 Fax: 847-419-6200

E-Mail Address: _____ Website: www.cdwg.com

DUNS # 02-615-7235 State Where Business Entity Was Formed: Illinois

Remit to Address (if different than above): _____ Order from Address (if different from above): _____

Address: 75 Remittance Drive, Ste #1515 Address: _____

City: Chicago City: _____

State: IL Zip: 60675-1515 State: _____ Zip: _____

Contact for Questions about this bid:

Name: Cale LaSalata Title: Proposal Specialist

Phone: 203-851-7211 E-Mail Address: calelas@cdw.com

Day-to-Day Project Contact (if awarded):

Name: Pat O'Brien Title: Field Sales Manager

Phone: 847-371-5584 E-Mail Address: patobri@cdwg.com

Sales/Use Tax Information (check one).

Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)
State Sales Tax Number: _____ City of: _____ AZ
City Sales Tax Number: _____
Applicable Tax Rate: _____%

Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)
State Sales Tax Number: 07637419- State of Arizona
City Sales Tax Number: _____ City of: _____ AZ
Applicable Tax Rate: _____%

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

- No exceptions
- Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

Confidential/Proprietary Information (mark one).

- No confidential/proprietary materials have been included with this Response.
- Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

TAB 6 -

Other Forms—Exceptions & Confidential Information


Exceptions

| Exceptions | | | |
|--|---|---|--------------|
| Section/Page | Term, Condition, or Specification | Exception/Deviation | City Accepts |
| 9 / Scope of Work page 16 | DEFECTIVE PRODUCT. All defective products shall be replaced and exchanged by the Supplier. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification. | CDW•G seeks the following alternate language: All defective products shall be replaced and exchanged by the Supplier. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification, <u>when such products are in Supplier stock.</u> | |
| 1.2/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 3 | Suppliers are required to pay an administrative fee of 3.0 % 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). | CDW•G seeks the following alternate language: Suppliers are required to pay an administrative fee of 3.02 % (<u>Administrative Fee Percentage hereinafter defined</u>) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. . . . | |
| 2.2/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 5 | Pricing Commitment Supplier commits the not-to-exceed pricing provided under 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. | CDW•G seeks the following alternate language for this section: Supplier commits the not-to-exceed pricing provided under 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/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 5 | 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 | CDW•G seeks the following alternate language for this first sentence: 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. | |

| Exceptions | | | |
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| Section/Page | Term, Condition, or Specification | Exception/Deviation | City Accepts |
| | 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. | | |
| 3.3. E / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 7 | 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: <ul style="list-style-type: none"> i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive contract | CDW•G seeks the following alternate language: 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: <ul style="list-style-type: none"> i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. No cost to participate iii. Non-exclusive contract | |
| 7 / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 10 | WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. | CDW•G Seeks the following alternative language to replace existing language: Each Party ("Indemnifying Party") shall defend the other party and the other party's officers, directors and employees (each, an "Indemnified Party") from and against any claims, demands, actions, lawsuits, and proceedings asserted or made against the Indemnified Party (each, a "Claim") and shall indemnify and hold harmless the Indemnified Party from and against any loss, damage, cost, and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or included as part of a final settlement to the extent that the Claim is proximately caused by the gross negligence or willful misconduct of the Indemnifying Party during the performance of the Services and that the Claim arises either from an action brought by an unaffiliated third party for death or personal physical injury, or from damage to tangible personal property suffered or incurred by the Indemnified Party. Claims do not include any damages or liability that are otherwise excluded from this Agreement or that arise from the good(s) or software or from the data processed thereby. The obligation of the Indemnifying Party under this Section is | |

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Other Forms—Exceptions & Confidential Information

| Exceptions | | | |
|--|--|---|--------------|
| Section/Page | Term, Condition, or Specification | Exception/Deviation | City Accepts |
| | | contingent upon the Indemnified Party providing the Indemnifying Party with: (i) sole authority in any Claim's defense or settlement; (ii) all reasonable assistance, at the Indemnifying Party's expense, in any such defense; and (iii) prompt written notice of and description of each Claim; provided, however, that the Indemnified Party's failure to provide prompt notice will relieve the Indemnifying Party of its obligations only if and to the extent that the Indemnifying Party is materially prejudiced by such delay. In no event shall the Indemnifying Party settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnified Party. NEITHER CONTRACTOR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CITY FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$1,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT. | |
| 12/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 11 | An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of ___ percent (___%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public | CDW•G Seeks the following alternative language to replace existing language: <u>All sales shall be subject to a</u> An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of <u>two—</u> percent (—)(2%), <u>except Software and Chromebook product categories which will incur no fee</u> ("Administrative Fee Percentage"), multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically | |

| Exceptions | | | |
|--|---|--|--------------|
| Section/Page | Term, Condition, or Specification | Exception/Deviation | City Accepts |
| | Agency's Contract Sales. | identified Participating Public Agency's Contract Sales. | |
| 13/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12 | 13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10 th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of 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, and/or this Agreement, at National IPA's sole discretion | Due to the high volume of transactions anticipated on this program, CDW respectfully requests 15 business days to produce reporting and payment of any Administrative Fees, and therefore seeks the following alternative language to replace existing language: Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th <u>15th business</u> day of the following month. . . . | |
| 15/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12 | Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, | CDW•G Seeks the following alternative language to replace existing language: Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. <u>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</u> | |

TAB 6 -

Other Forms—Exceptions & Confidential Information

| Exceptions | | | |
|--|---|---|--------------|
| Section/Page | Term, Condition, or Specification | Exception/Deviation | City Accepts |
| | 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 payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit. | <u>limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.</u> In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA Supplier . In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, 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 payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit. | |
| 16/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12 | 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. 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. | CDW•G Seeks the following alternative language to replace existing language: 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. In the event of any conflict between the provisions of <u>the CSO (hereinafter defined)</u> , this Agreement, and the Master Agreement , as between National IPA and Supplier, the provisions of <u>the documents will control in the following order: the CSO, this Agreement, and the Master Agreement shall prevail.</u> <u>With regard to third party cloud computing and storage services, the Third Party Cloud Computing and Storage Services terms, as set forth in Attachment B shall govern. CDW Government LLC ("CDW") acts as a rebiller only and has no control over the delivery of the cloud computing and storage services.</u> | |
| 10/ Attachment D, National IPA | WITHOUT LIMITING THE GENERALITY OF THE | CDW•G Seeks to add the following sentence to the end of this paragraph: Notwithstanding the | |

| Exceptions | | | |
|---|---|---|--------------|
| Section/Page | Term, Condition, or Specification | Exception/Deviation | City Accepts |
| Requirements for Cooperative Contract, Exhibit C, page 16 | FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT. | foregoing, CDW Government LLC is not a party to this Agreement nor is it a third-party beneficiary thereto. <u>Furthermore, it is the express intent of the National IPA Parties that the Agreement shall not establish any third party beneficiaries or third party rights and that the Agreement shall only benefit the National IPA Parties (and the Affiliates thereof).</u> | |
| 4/ Exhibit 1, Draft Agreement, City of Mesa Agreement Pursuant to Solicitation, page 25 | In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order: 1. Agreement (Master Agreement or City of Mesa Agreement Pursuant to Solicitation); 2. Exhibits: a. Mesa Standard Terms & Conditions (Exhibit C); b. National IPA Agreement (Exhibit D); c. Scope of Work (Exhibit A); d. Other Exhibits not listed above; 3. Solicitation including any addenda; and 4. Contractor Response | CDW•G Seeks the following alternative language to replace existing language: In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order: 1. Contractor Response 2. Agreement (Master Agreement or City of Mesa Agreement Pursuant to Solicitation); 3. Exhibits: a. Mesa Standard Terms & Conditions (Exhibit C); b. National IPA Agreement (Exhibit D); c. Scope of Work (Exhibit A); d. Other Exhibits not listed above; 4. Solicitation including any addenda; and | |
| 8/ Exhibit 1, Draft Agreement, City of Mesa Agreement Pursuant to | 8. Requirements Contract. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum | CDW•G Seeks to add the following sentence to the end of this paragraph: For purposes of this Section, a “reasonable period of time” shall mean 24-48 hours after Supplier receives a purchase order. | |

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Other Forms—Exceptions & Confidential Information

| Exceptions | | | |
|---|---|---|--------------|
| Section/Page | Term, Condition, or Specification | Exception/Deviation | City Accepts |
| Solicitation, page 28 | or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so. | | |
| 9.c.iv/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 33 | The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. | CDW•G Seeks to add the following sentence to the end of this paragraph: Notwithstanding the foregoing, 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. | |
| 13/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 34 | AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by | CDW•G Seeks to add the additional language proposed in Section 9.c.iv above to the end of this paragraph. | |

| Exceptions | | | |
|---|--|---|--------------|
| Section/Page | Term, Condition, or Specification | Exception/Deviation | City Accepts |
| | Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City | | |
| 24/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 36 | <p>INDEMNIFICATION/LIABILITY.</p> <p>a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all third party liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.</p> <p>b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.</p> <p>c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.</p> | Notwithstanding what is stated in this section, CDWG proposes that the terms and conditions proposed above in Section 7 / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 10. | |
| 25/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 36 | <p>WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and</p> | <p>CDW•G Seeks the following alternative language to replace existing language:</p> <p>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</p> | |

TAB 6 -

Other Forms—Exceptions & Confidential Information

| Exceptions | | | |
|--------------|---|--|--------------|
| Section/Page | Term, Condition, or Specification | Exception/Deviation | City Accepts |
| | <p>professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.</p> <p>Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.</p> | <p>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.</p> <p>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.</p> <p>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</p> | |

| Exceptions | | | |
|---|---|--|---------------------|
| Section/Page | Term, Condition, or Specification | Exception/Deviation | City Accepts |
| | | <p>solely in the capacity as an independent sales agent.</p> <p>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.</p> | |
| 32/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 37 | RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder. | CDW•G seeks the following alternate language for this section: Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and added). | |

TAB 6 -

Other Forms—Exceptions & Confidential Information

| Exceptions | | | |
|--|---|--|--------------|
| Section/Page | Term, Condition, or Specification | Exception/Deviation | City Accepts |
| 35/Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 37 | <p>PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.</p> | <p>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.</p> | |



Confidential Information

The following parts of our response are exempt from public disclosure. Subject to applicable state law, we request that the information detailed below be treated as confidential.

| Exemptions from Public Disclosure Confidential Information | | |
|--|--|---|
| Page | Lines | Reasoning |
| Tab #2 Pages 23-24 | Page #: Requirement #4, p. 23 -24 Starting at "CDW-G's Supplier" Page #: p. 23 (Requirement #4) Ending at "Reporting Capabilities," p. 24 | Per Arizona Revised Statutes § 44-405, the following information is confidential and proprietary and it might contain trade secrets therefore not subject to disclosure in case there is a request. |



GENERAL QUESTIONNAIRE

- 1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? Yes No

- 2. Delivery. Delivery, as stated in Detailed Specifications, can be met. Yes No
If no, specify number of days for delivery _____

- 3. Payment terms. Payment Due (Not less than net 30 days): 30 days
Payment Discount of _____% if invoices are paid within _____ days of receipt.

- 4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?
 Yes No (Marking a "no" answer will not disqualify your Response.)
Discount for Procurement Card Purchases? _____%

- 5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.

- 6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
 Yes No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 2 3 4

LAWFUL PRESENCE AFFIDAVIT

CHECK HERE AND SKIP THIS AFFIDAVIT IF: Respondent is an LLC, a Corporation or a Partnership as indicated on your W-9. (Please include a copy of your W-9)


COMPLETE THIS AFFIDAVIT IF: Respondent is an Individual (Natural Person) or a Sole Proprietor as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____
- 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____
- 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____
- 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.



Signature

Christina V. Rother

Print Name

10/17/17

Date

CDW Government LLC

Business/Company Name

Verification of Attachment by City Staff:

Signature Date


RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: CDW Government LLC

Signature: 

Printed Name: Christina V. Rother

Title: President, CDW•G

Date: 10/17/17

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

| | |
|--|--|
| Respondent Company Name/ DBA: CDW Government LLC | |
| Years in business providing similar services:33 years | |
| Contractor's License No(s): N/A Type: (Submit a copy with the Response) | |
| Number of employees at location that would serve under a contract from the Solicitation: N/A | |
| Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract. | |
| Firm/Government Agency Name: Kern High School District- Business Services | |
| Contact Person: Sandy Castorena | Phone: 661-827-3321 |
| Address: 5801 Sundale Avenue Bakersfield, CA 93309 | Fax: |
| | E-Mail Address: Sandy_Castorena@kernhigh.org |
| \$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided: 2014-today. | |
| Firm/Government Agency Name: Culpeper School District | |
| Contact Person: Maria Weiss | Phone: 540-829-2120 |
| Address: 450 Radio Lane Culpeper, VA 22701-1521 | Fax: |
| | E-Mail Address: mweiss@culpeperschools.org |
| \$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided- 2005-today | |
| Firm/Government Agency Name: Los Angeles Superior Court | |
| Contact Person: Rachel Cavazos | Phone: 213-633-0136 |
| Address: 111 North Hill Street, RM 105D Los Angeles, CA 90012-3219 | Fax: |
| | E-Mail Address: RCavazos@lacourt.org |
| \$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided- 2005-today | |
| List any other information which may be helpful in determining your qualifications for a potential contract: | |
| | |
| | |



75 Tri-State International
Lincolnshire, IL 60069

CDW.com

January 1, 2017

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

Tab 7

Appendix

Mark A. Ellis

Work Experience CDW•G

CDW•G Manager, Program Management

October 2016 - Present

- Manages a team of 15 people responsible for State & Local, Higher Education and K-12 Contracts
- Responsible for Program Manager deliverables below as well as signature authority on behalf of the Program Management team

CDW•G Program Manager

March 2005 – September 2016

- Manages a contract portfolio and team that includes; Healthcare, Higher Education, K-12 and State & Local Segments.
- Provides Program Management support for contract vehicles to ensure compliance, minimize risk, and maximize contract revenue and profitability.
- Manages and develops direct reports to include: Deputy Program Managers and Contract Analyst.
- Responsible for a full range of contracts which face customers and/or partners (E.g., Master Purchase Agreements, Subcontractor Agreements, Stretch Agreements, and others.)
- Initiates and responds to requests for contract changes, product substitutions and/or technical refreshments.
- Drafts or reviews completed drafts of appropriate amendments and other contract documents throughout the contract life-cycle.
- Facilitates preliminary dispute resolution and coordinates with the CDW Legal department as necessary, to maintain customer satisfaction and bring prompt closure to certain contract disputes.
- Takes hands-on, developmental roles in all facets of proposal development, making bid/no-bid suggestions/determinations.
- Ensured contract deliverables reports are prepared, keeps abreast of contractual terms and conditions.
- Managed contracts to ensure maximum contract revenue and profitability
- Made contract modifications including price reductions, additions, discontinued products, replacements as well as version changes.
- Ensured price and supply agreements are in place from award through completion.
- Ensured that CDW•G is in compliance with government regulations, as applicable.

CDW•G Proposal Specialist

March 2003 – March 2005

- Delegated tasks among account managers, sales managers, systems engineers, field reps, vendors, service partners etc. throughout the proposal process.
- Analyzed RFPs and document potential gains, liabilities, terms and conditions
- Prepared a written response, articulating company capabilities, thoroughly addressing explicit and implicit customer needs.
- Crafted professionally written responses to proposal documents that specifically address customer requirements while positioning CDW•G for success
- Managed proposal schedule to meet deadlines
- Researched the customer to understand their environment, politics, limitations, hot points and other factors that will translate to a response that wins
- Reviewed and flags Proposal Documents for opportunities, liabilities, terms and conditions
- Reviewed responses for compliance, accuracy, content and impact to business; participates in review sessions with teammates to ensure the integrity of all documents and solutions
- Oversaw completion of pricing and non-cost items in the cost proposal, such as representations and certifications

CDW•G Account Manager

October 2001 – March 2003

- Handled and grew account portfolio that included all SLED customers in CDW•G Ohio Valley
- Served as lead Account Manager for Warren County, Ohio a \$1.7M account per year

Education

Indiana University - Bloomington

Bachelor of Arts – History

Minor – Business

Major Projects

CDW Emerging Leaders Program Participant

October 2015 – July 2016

- Participated and won the 2015-2016 Emerging Leaders Program with my team where we covered how we can better serve our CDW customers by providing a better experience with DCS Services.
- Worked with 4 other people, all in different locations collaborating on our goal of delivering a presentation to CDW's Executives on our final solution.



Patrick T. O'Brien

Education **University of Illinois** **1990-1995**
Bachelor of Science – Sports Management
Florida Gulf Coast University **1997**
Secondary Education Mathematics Accreditation

Work Experience **CDW•G** **Vernon Hills, IL** **2001-Present**

Field Sales Manager, Government **2014-Present**

- Responsible for customer relationships, territory strategy, partner alignment, and Coworker Development for all State and Local Field Sellers in Eastern US.
- Assist in developing short- and long-term performance goals, strategic direction, and business initiatives of our East State and Local Sales Team.

Regional Sales Manager, Government **2007-2014**

- Driving force in successful awards to CDW•G of several state contracts including Ohio, Florida, and California.
- Manage a team of State and Local account managers in the Pacific region
- Responsible for Government sales across all technologies in the region
- Work with account managers to ensure customers are being properly serviced

Strategic Accounts Sales Manager, Healthcare **2006-2007**

- Founding member of CDW Healthcare Division
- Lead Subject Matter Expert for contract proposal resulting in then largest contract in company history
- Responsible for developing, coaching, and supervising National Field and Inside Sales Staff

Sales Manager, Education **2004-2006**

- Driving force in regionalization of Education sales team.
- Consistently managed highest percent of goal sales team in the division.

Account Manager, Government & Education **2001-2004**

- Assisted in the development of new Account Managers
- Focused on helping customers with their technology purchases
- Focused on building relationships with customers to ensure they met their technology goals
- Developed new relationships within existing customers to bring them the value and benefits of CDW

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.

