

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

13-^R-0195

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER COA-6437-PL, PURSUANT TO SECTION 2-1601 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT NUMBER 080523 FOR INFORMATIONAL TECHNOLOGY SOLUTIONS WITH CDW GOVERNMENT LLC, COMPETITIVELY SOLICITED AND AWARDED BY THE CITY OF TUCSON, ARIZONA, TO PURCHASE EQUIPMENT AND THREE (3) YEARS OF ONSITE MAINTENANCE SUPPORT FOR A NEW SHAREPOINT SERVER FARM, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FIFTY-TWO THOUSAND, EIGHTY-NINE DOLLARS AND FIFTY CENTS (\$52,089.50); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, purchasing an application server, database server, and media data server for a new SharePoint server farm would improve the City of Atlanta's ("City's") workplace, financial, and customer service efficiency by enabling a redesign of the City's Intranet website, "CityNet," while consolidating intranet sites on a single platform; thereby allowing better IT support, more end user self service options, and more effective communication tools between workgroups; and

WHEREAS, DIT has determined that the City would therefore benefit from purchasing equipment and three (3) years of onsite maintenance support for a new SharePoint server farm would from CDW Government LLC ("CDW-G"), and has identified National Intergovernmental Purchasing Alliance ("National IPA") Contract Number 080523 for Informational Technology Solutions with CDW-G, competitively solicited and awarded by the City of Tucson, Arizona, as a viable procurement method; and

WHEREAS, pursuant to Article X, Division 15, Intergovernmental Relations, of the City of Atlanta Code of Ordinances (the "Code"), the Chief Procurement Officer may procure supplies, services or construction items through contracts established by a public procurement unit outside the City; and

WHEREAS, the Chief Procurement Officer has evaluated and determined that competitive procedures akin to those used by the city were used by the City of Tucson, Arizona, and the National IPA in the development of the contract from which the cooperative purchasing agreement will be derived and that the cost of the goods, supplies, services or construction are comparable to or less than the cost of the same goods, supplies, services or construction if obtained through city procurements under Division 4 of the City Procurement Code; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend the execution of Cooperative Purchasing Agreement number COA-6437-PL with CDW-G, utilizing National IPA Contract Number 080523 for Informational Technology Solutions, competitively

solicited and awarded by the City of Tucson, Arizona, to purchase equipment and three (3) years of onsite maintenance support for a new SharePoint server farm in an amount not to exceed Fifty-Two Thousand, Eighty-Nine Dollars and Fifty Cents (\$52,089.50); all contracted work to be charged to and paid from the Fund, Department Organization, Account, and Function Activity (“FDOA”) numbers listed below.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute, on behalf of the City, Cooperative Purchasing Agreement number COA-6437-PL with CDW-G, utilizing National IPA Contract Number 080523 for Informational Technology Solutions, competitively solicited and awarded by the City of Tucson, Arizona, to purchase equipment and three (3) years of onsite maintenance support for a new SharePoint server farm in an amount not to exceed Fifty-Two Thousand, Eighty-Nine Dollars and Fifty Cents (\$52,089.50).

BE IT FURTHER RESOLVED, that the Department of Watershed Management (“DWM”) will fund thirty percent (30%) of the total purchase cost, [Fifty-Two Thousand, Eighty-Nine Dollars and Fifty Cents (\$52,089.50)], in an amount not to exceed Fifteen Thousand, Six Hundred Twenty-Seven Dollars and Fifty Cents (\$15,627.50).

BE IT FURTHER RESOLVED, that the Department of Information Technology (“DIT”) will fund seventy percent (70%) of the total purchase cost [Fifty-Two Thousand, Eighty-Nine Dollars and Fifty Cents (\$52,089.50)], in an amount not to exceed Thirty-Six Thousand, Four Hundred Sixty-Two Dollars and No Cents (\$36,462.00).

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from the following DWM and DIT FDOA numbers:

DWM	Fund	Department Organization	Account	Function Activity
\$15,627.50	5051	170113	5212001	1535000
	Water & Wastewater Revenue	DWM - Information Systems	Consulting / Professional	Data Processing/Management
DIT	Fund	Department Organization	Account	Function Activity
\$36,462.00	1001	050211	5424003	1535000
	General Fund	DIT IT Network Management	Computers [\$5,000+]	Data Processing/Management

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare an agreement for execution by the Mayor or his designee.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability thereunder, until it has been executed by the Mayor or his designee, attested to by the Municipal Clerk, approved as to form by the City Attorney or her designee, and delivered to CDW Government LLC.

Part II: Legislative White Paper:

(This portion of the Legislative Request Form will be shared with City Council members and staff)

A. Committee of Purview: FINANCE/EXECUTIVE

Caption:

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER COA-6437-PL, PURSUANT TO SECTION 2-1601 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT NUMBER 080523 FOR INFORMATIONAL TECHNOLOGY SOLUTIONS WITH CDW GOVERNMENT LLC, COMPETITIVELY SOLICITED AND AWARDED BY THE CITY OF TUCSON, ARIZONA, TO PURCHASE EQUIPMENT AND THREE (3) YEARS OF ONSITE MAINTENANCE SUPPORT FOR A NEW SHAREPOINT SERVER FARM, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FIFTY-TWO THOUSAND, EIGHTY-NINE DOLLARS AND FIFTY CENTS (\$52,089.50); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Council Meeting Date: Monday, February 18, 2013

Requesting Dept: Information Technology

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

DIT would like Council to authorize the Mayor or his designee to execute Cooperative Purchasing Agreement number COA-6437-PL with CDW-G, utilizing National IPA Contract Number 080523 for Informational Technology Solutions, competitively solicited and awarded by the City of Tucson, Arizona, to purchase equipment and three (3) years of onsite maintenance support for a new SharePoint server farm in an amount not to exceed \$52,089.50.

2. Please provide background information regarding this legislation.

Issue

The City of Atlanta's Intranet website, "CityNet," needs to be redesigned in order to improve the City's workplace, financial, and customer service efficiency.

The current Intranet design is now deemed ineffective because several intranet (extranet) sites are on multiple platforms, thus decreasing the quality of some IT support features and inter-workgroup communication tools, as well as the number of end user self-service options.

Recommendation

It would be in the best interest of the City to purchase an application server, database server, media data server, and three (3) years of onsite maintenance support for a new SharePoint server farm.

This purchase would improve the City of Atlanta's ("City's") workplace, financial, and customer service efficiency by enabling a redesign of the City's Intranet website, "CityNet," while

consolidating intranet sites on a single platform. The Intranet redesign and single platform consolidation would all for better IT support, more end user self-service options, and more effective communication tools between workgroups.

The onsite maintenance support Agreement will have a term of three (3) years beginning during Fiscal Year 2013 and ending during Fiscal Year 2016 on behalf of the Department of Information Technology and the Department of Watershed Management.

3. If Applicable/Known:

(a) Contract Type (e.g. Professional Services, Construction Agreement, etc):

Hardware purchases & Onsite Maintenance Support services.

(b) Source Selection:

(c) Bids/Proposals Due:

(d) Invitations Issued:

(e) Number of Bids:

(f) Proposals Received:

(g) Bidders/Proponents:

(h) Term of Contract: Three (3) years of onsite maintenance support.

4. Fund Account: 5051 (WATER & WASTEWATER REVENUE) and 1001 (General Fund)

5. Source of Funds:

FDOA numbers:

1001 (General Fund) 050211 (DIT IT Network Management) 5424003 (Computers [\$5,000+]) 1535000 (Data Processing/Management) in an amount not to exceed \$36,462.00 or 70% of \$52,089.50

and

5051 (Water & Wastewater Revenue) 170113 (DWM - Information Systems) 5212001 (Consulting / Professional) 1535000 (Data Processing/Management) in an amount not to exceed \$15,627.50 or 30% of \$52,089.50

6. Fiscal Impact: \$52,089.50

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Kieva Morrison, DIT Legislative Analyst.

Legislation Summary

Committee of Purview:

Caption

A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Information Technology with CDW Government, LLC for in an amount not to exceed fifty two thousand eighty nine dollars and fifty cents (\$52,089.50). All contract work shall be charged to and paid from funding numbers listed herein; and for other purposes.

Council Meeting Date: February 18, 2013

Legislation Title: Resolution authorizing the Chief Procurement Officer to utilize the National Intergovernmental Purchasing Alliance (“National IPA”) Contract #080523 for with CDW Government, LLC, that was competitively solicited and awarded by the City of Tucson, Arizona to purchase Equipment and three (3) years of Onsite Maintenance Support for a new Sharepoint Server Farm for COA-6437-PL on behalf of the Department of Information Technology in an amount not to exceed fifty two thousand eighty nine dollars and fifty cents (\$52,089.50). All contract work shall be charged to and paid from funding numbers listed herein; and for other purposes.

Requesting Department: Department of Information Technology

Contract Type: N/A

Source Selection: National Intergovernmental Purchasing Alliance (“National IPA”) Contract #080523

Bids/Proposals Due: N/A

Invitations Issued: N/A

Number of Bids/
Proposals Received: N/A

Bidders/Proponents: N/A

Justification Statement: N/A

Background: N/A

Fund Account Centers: All contract work shall be charged to and paid from funding numbers listed herein; and for other purposes.

Source of Funds: N/A

Fiscal Impact: N/A

Term of Contract: N/A

Method of Cost Recovery: N/A

Approval:
DOF:
DOL:

Prepared By: Patricia Lowe, Buyer

Contact Number: 404.330.6583



**The Right Technology.
Right Away.™**

www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
H310193	5363398	1/16/2013

B CITY OF ATLANTA WATERSHED
I 55 TRINITY AVE
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T ATLANTA, GA 30303
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S CITY OF ATLANTA WATERSHED
H 55 TRINITY AVE
I
P ATTN: RAYMOND BROOKS
A ATLANTA, GA 30303
T Contact: RAYMOND BROOKS 404-546-1441
O

Customer Phone # 4043306715

Customer P.O. # SHAREPOINT SERVQUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
DAN GALLAGHER 877-401-5319	DROP SHIP-GROUND	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	1635676	IBM QLOGIC 8GB FC 2PT HBA F/ SYS X Mfg#: IBO-42D0510 Contract: NATIONAL IPA TECH SOLUTIONS 083052-01	1550.00	15500.00
		SUBTOTAL		15500.00
		FREIGHT		.00
		SALES TAX		.00

Terms and Conditions:
<http://www.cdwg.com/content/terms-conditions/default.asp>

TOTAL	US Currency 15,500.00
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CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 847-968-1724

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Total	15,500.00
FMV Lease Option	463.76/Month
Total	15,500.00
\$BO Lease Option	510.26/Month

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

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Why finance?

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

General Terms and Conditions:

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



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800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
H310188	6785318	1/16/2013

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CITY OF ATLANTA DIT
55 TRINITY AVE SW STE G700

ATLANTA, GA 30303-3520

Customer Phone # 4043306568

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CITY OF ATLANTA DIT
55 TRINITY AVE SW STE G700

ATTN: JEREMY JOHNSON
ATLANTA, GA 30303-3520
Contact: JEREMY JOHNSON 404-330-6110

Customer P.O. # SHAREPOINT QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
DAN GALLAGHER 877-401-5319	DROP SHIP-GROUND	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5	2643845	IBM SYSTEM X3650 M4 E5-2620 8GB Mfg#: IBJ-7915C2U Contract: NATIONAL IPA TECH SOLUTIONS 083052-01	2950.00	14750.00
5	1823914	IBM ULTRASLIM ENH SATA MULTI-BURNER Mfg#: IBO-46M0902 Contract: NATIONAL IPA TECH SOLUTIONS 083052-01	134.21	671.05
5	2652079	IBM X3650 M4 ODD CABLE Mfg#: IBX-69Y1194 Contract: NATIONAL IPA TECH SOLUTIONS 083052-01	28.00	140.00
15	2584938	IBM 1TB 7.2K 2.5IN SAS HD Mfg#: IBX-81Y9690 Contract: NATIONAL IPA TECH SOLUTIONS 083052-01	620.00	9300.00
5	2644985	IBM INTEL XEON PROCESSOR E5-2620 6C Mfg#: IBX-69Y5326 Contract: NATIONAL IPA TECH SOLUTIONS 083052-01	699.00	3495.00
15	2263908	IBM 8GB KIT PC3L-10600 CL9 ECC Mfg#: IBO-49Y1397 Contract: NATIONAL IPA TECH SOLUTIONS 083052-01	175.00	2625.00
5	2644861	IBM SYSTEM X 550W AC POWER SUPPLY	318.00	1590.00

Terms and Conditions:

<http://www.cdwg.com/content/terms-conditions/default.asp>

TOTAL Continued

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 847-968-1724

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



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H310188	6785318	1/16/2013

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ATTN: JEREMY JOHNSON
ATLANTA, GA 30303-3520
Contact: JEREMY JOHNSON 404-330-6110

Customer Phone # 4043306568

Customer P.O.# SHAREPOINT QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
DAN GALLAGHER 877-401-5319	DROP SHIP-GROUND	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5	2644846	Mfg#: IBX-94Y6668 Contract: NATIONAL IPA TECH SOLUTIONS 083052-01 IBM 3YR ONSITE REPAIR 24X7X4HR Mfg#: IBE-00A4405 Contract: NATIONAL IPA TECH SOLUTIONS 083052-01 ----- Recommended items for IBM SYSTEM X3650 M4 E5-2620 8GB 2653747 IBM 5YR ONSITE REPAIR 24X7X IBE-00A4413 1815.44 ----- Recommended items for IBM ULTRASLIM ENH SATA MULTI-BURNER 1011308 SVN 2YR EXT REPLACEMENT \$10 SVN-054451 Call for pricing 1011303 SVN 1YR EXT REPLACEMENT \$10 SVN-054457 Call for pricing ----- Recommended items for IBM 1TB 7.2K 2.5IN SAS HD 2568871 SVN 3Y CE (500-749.99)DOP SVN-175859 41.89 2568879 SVN 4Y CE (500-749.99)DOP SVN-175867 62.83 SUBTOTAL	772.00	3860.00
				36431.05

Terms and Conditions:
<http://www.cdwg.com/content/terms-conditions/default.asp>

TOTAL Continued

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 847-968-1724

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



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SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
H310188	6785318	1/16/2013

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CITY OF ATLANTA DIT
55 TRINITY AVE SW STE G700
ATLANTA, GA 30303-3520

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CITY OF ATLANTA DIT
55 TRINITY AVE SW STE G700
ATTN: JEREMY JOHNSON
ATLANTA, GA 30303-3520
Contact: JEREMY JOHNSON 404-330-6110

Customer Phone # 4043306568

Customer P.O. # SHAREPOINT QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
DAN GALLAGHER 877-401-5319	DROP SHIP-GROUND	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		FREIGHT		.00
		SALES TAX		.00

Terms and Conditions:
<http://www.cdwg.com/content/terms-conditions/default.asp>

TOTAL	US Currency 36,431.05
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CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 847-968-1724

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Total	36,431.05
FMV Lease Option	1,071.80/Month
Total	36,431.05
\$BO Lease Option	1,181.46/Month

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

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Why finance?

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

General Terms and Conditions:

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



READY TO PURCHASE?

CONTRACT HIGHLIGHTS

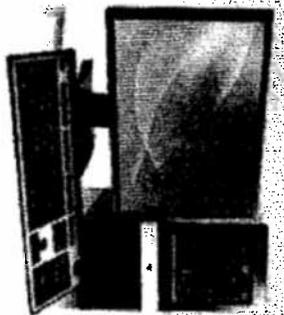
DOCUMENTATION

CONTACT

MARKETING MATERIALS

NEWS AND EVENTS

GOING GREEN?



Contract Highlights:

- Contract Term: August 18, 2008 - August 17, 2013
- Award agreement includes:
 - software
 - software licensing & maintenance
 - hardware
 - peripherals
 - service
- One stop shopping for all your Information Technology Solutions
- National aggregate pricing = cost savings
- Dedicated CDW-G website available at www.cdwg.com/nationalipasolutions

SEARCH OUR AGREEMENTS:

Select Agreement



National Intergovernmental Purchasing Alliance Company
1600 Westgate Circle, Suite 275, Brentwood, TN 37027 | Toll-Free (866) 408-3077 | info@nationalipa.org



MEMO

To: Daphne Rackley, Cynthia Lunn
From: Angella Hodges
cc: Errin Baugh
Date: October 23, 2012
Re: SharePoint Server Request Justification

The City of Atlanta, Department of Information Technology has consolidated all three IT Departments into one support unit. In support of this consolidation effort, DIT has initiated the second phase of the redesign to the City's Intranet website, "CityNet". This project will assist with the City of Atlanta's overall objective of improving employee satisfaction by fostering and allowing for employees to streamline process and procedures, collaborate and obtain information enterprise wide.

To enable City of Atlanta the ability to interact and to prepare for growth as we add all departments, we are in need of a new SharePoint Server Farm, which includes the following:

- Application Server: It will be configured with the latest version of MS SharePoint. This hardware is needed for its power, as the city adds additional applications it will be required. Speed is needed to prevent any latency issues from possible bottle necks as more employees access the system.
- Database Server: the hardware will house more data and provide a centralized document center. This database will store commonly used data such as policies and procedures, Operational Policies, White papers, Training calendars and schedules.
- Media Data Server: Because the COA has many events that we would like to capture and share within the enterprise, the data will grown at an alarming rate. This server will be needed to hold all media data, which includes Presentations, Streaming videos and pictures. By storing this data on a separate server, it will not degrade the performance of the database server.

Listed below are the top 3 benefits that this new and improved CityNet will provide:

- **Workplace Efficiency: Deliver the Best Productivity Experience**
The new site will help us be more productive. It offers a familiar Microsoft Office experience so that people can quickly and easily access the business information they need to get their jobs done. It also provides a platform to allow workgroups to collaborate and communicate in shared workspace environment. Ease of use is another great feature with the Sharepoint solution.

- **Financial Efficiency: Cut Costs with a Unified Infrastructure**

The new site will help us reduce costs by consolidating intranet (extranet) sites on a single platform. The benefit of having a single platform allows for better IT support, more opportunity for end user self service options, more effective communication tool to allow like workgroups to communicate with each other without driving or walking to a meeting. Also, it cuts down cost of printing and distribution. All Department documents can be published through the Intranet using web pages, as compared to spending money on printing documents. The information can be accessed from the respective workstations of the employees. It can result in reduced costs for department training, administrative and operational purposes.

- **Customer Service: Customized to Respond to Business Needs**

SharePoint 2010 gives us the best of both worlds: out-of-the-box applications and a platform for customized solutions. We can use the features of SharePoint 2010 just as they are or quickly create secure and easy-to-use solutions for specific business needs.



Information Technology Solutions
Executive Summary

Lead Agency: City of Tucson, AZ
RFP Issued: January 23, 2008
Date Open: February 21, 2009

Solicitation: RFP 083052
Pre-Proposal Date: February 4, 2008
Proposals Received: 6



Awarded to:

The City of Tucson Department of Procurement issued RFP 083052 on January 23, 2008 to establish a national cooperative contract for Information Technology Solutions, which includes desktops, servers, software, supplies and services.

Notice of the solicitation was sent to approximately 1100 potential offerors, and advertised on the following:

- City of Tucson, AZ Department of Procurement website
- National IPA website

On February 21, 2008, proposals were received from the following offerors:

CDWG
CLH International
Corporate Express Imaging
Cybergear, Inc.
Insight Public Sector
MoreDirect

The proposals were evaluated by an evaluation committee. Using the evaluation criteria stated in the RFP the committee developed a short-list consisting of the top three ranked proposals and invited the short-listed firms to participate in an interview. Following the interviews, a request for a revised offer was sent to the short-listed offerors.

The evaluation committee evaluated the revised offers, interviews and the relative strengths and weaknesses of each proposal with regard to the evaluation criteria stated in the RFP. As a result, the committee recommended entering negotiations with the intent to award a contract to the top ranked offeror: CDWG.

The City of Tucson, National IPA and CDWG successfully negotiated a contract and the City of Tucson executed a contract on July 23, 2008 with a contract effective August 18, 2008.



Contract includes: Software, software licensing & maintenance, hardware, peripherals and service

Term:

Initial one year agreement from August 18, 2008 through August 17, 2009, with option to renew for four (4) additional one-year periods through August 17, 2013.

Pricing/Discount:

Discount by category off CDW-G advertised price:

- Group 1 – Systems = 2%
- Group 2 – Input Devices = 3.5%
- Group 3 – Output Devices = 1.5% to 3%
- Group 4 – Memory = 4%
- Group 5 – Storage Devices = 2.5%
- Group 6 – Network Equipment = 2.5%
- Group 7 – Software = 2% to 3%
- Group 8 – Media Supplies = 3.5%
- Group 9 – Other = 1% to 4%
- Group 10 – Services = 1%

Delivery:

Shipping/freight included in price. Freight may be charged for expedited order requests.

CDW-G Contract Web Landing Pages:

<http://www.cdwg.com/nationalipasolutions>

CDW-G Pricing

The City of Tucson award to CDW-G provides pricing in the format of a percentage discount off of a verifiable price index by product category (detailed below). Due to the rapid change in the "technology marketplace" with new products and revisions being introduced on a regular basis, a discount off of verifiable price index will simplify the procurement process. Participating agencies may also benefit from promotional and special pricing programs offered by CDW-G.

Services included as part of the award are priced at hourly rates as defined in Amendment 4 of the award.

The award also includes shipping charges at F.O.B. Destination, freight prepaid as stated in Special Terms and Conditions, Item 2.

RFP 083052 - INFORMATION TECHNOLOGY SOLUTIONS BEST AND FINAL PRICE PAGE

ITEM NO.	PRICING GROUP	Discount Off Verifiable Price Index
Group 1	Systems	
1	Desktops	
2	Notebooks	2.00%
3	Servers 1 Processor	2.00%
4	Servers 2 Processor	2.00%
5	Servers 4+ Processor	2.00%
6	Servers Blade	2.00%
7	Servers Tower	2.00%
8	Servers Unix	2.00%
9	Handhelds	2.00%
Group 2	Input Devices	
10	Keyboards	
11	Mice	3.50%
12	Imaging Scanners	3.50%
13	POS Scanners	3.50%
14	Pointing Devices	3.50%
15	Bar Code Readers	3.50%
16	Audio Input	3.50%
17	Input Adapters	3.50%
18	PC and Network Cameras	3.50%
19	Input Cables	3.50%
20	Input Accessories	3.50%

Group 3		Output Devices	
21	Displays		3.00%
22	Printers		2.00%
23	Inkjet Printers		2.00%
24	Inkjet Photo Printers		2.00%
25	Laser Printers		1.50%
26	Label Printers		2.00%
27	Dot Matrix Printers		2.00%
28	Multi-Function Printers		2.00%
29	Wide Format Printers		1.50%
30	Multi-Function Inkjet Printers		2.00%
31	Wide Format Printers		1.50%
32	Fax Machine Printers		2.00%
33	Printer Accessories		2.00%
34	Projectors		2.00%
35	Projector Accessories		2.00%
36	Audio Input		2.00%
37	Video Cards		2.00%
38	Sound Cards		2.00%
39	Output Accessories		2.00%
40	Printer Consumables		2.00%
Group 4		Memory	
42	Desktop		4.00%
43	Flash		4.00%
44	Networking		4.00%
45	Notebook		4.00%
46	Printer/Fax		4.00%
47	Server		4.00%
Group 5		Storage Devices	
48	Adapters Fibre Channel		2.50%
49	Adapters FireWire/USB		2.50%
50	Adapters IDE/ATA/SATA		2.50%
51	Adapters RAID		2.50%
52	Adapters SCSI		2.50%
53	Bridges & Routers		2.50%
54	Disk Arrays		2.50%
55	Disk Arrays JBOD		2.50%
56	Drives Magneto-Optical		2.50%
57	Drives Removable Disk		2.50%

58	Gigabit Hubs & Switches	2.50%
59	Hard Disks External	2.50%
60	Hard Disks Fibre Channel	2.50%
61	Hard Disks IDE/ATA/S	2.50%
62	Hard Disks Notebook	2.50%
63	Hard Disks SCSI	2.50%
64	Networking Accessories	2.50%
65	Optical Drives CD-RO	2.50%
66	Optical Drives CD-RW	2.50%
67	Optical Drives DVD/C	2.50%
68	Optical Drives DVD-R	2.50%
69	Storage Accessories	2.50%
70	Storage NAS	2.50%
71	Storage SAN	2.50%
72	Tape Autoloaders AIT	2.50%
73	Tape Autoloaders DAT	2.50%
74	Tape Autoloaders DLT	2.50%
75	Tape Autoloaders LTO	2.50%
76	Tape Drives 4mm	2.50%
77	Tape Drives 8mm/VXA	2.50%
78	Tape Drives AIT	2.50%
79	Tape Drives DAT	2.50%
80	Tape Drives DLT	2.50%
81	Tape Drives LTO/Ultrium	2.50%
82	Tape Drives SDLT	2.50%
83	Tape Drives Travan	2.50%
Group 6	Network Equipment	
84	10/100 Hubs & Switch	2.50%
85	Bridges and Routers	2.50%
86	Gigabit Hubs & Switches	2.50%
87	Concentrators and Multiplexers	2.50%
88	Hardware Firewalls	2.50%
89	Intrusion Detection	2.50%
90	KVM	2.50%
91	Modems	2.50%
92	Network Test Equipment	2.50%
93	Network Adapters	2.50%
94	Network Cables	2.50%
95	Network Accessories	2.50%
96	Network Communications	2.50%
97	Repeaters and Transceivers	2.50%
98	Telephony	2.50%
99	Video Conferencing	2.50%
100	Wireless LAN Accessories	2.50%

Group 7	Software	
101	Licensing Backup	3.00%
102	Licensing Barcode/OC	3.00%
103	Licensing Business Application	3.00%
104	Licensing CAD/CAM	3.00%
105	Licensing Cloning	3.00%
106	Licensing Computer Services	3.00%
107	Licensing Database	3.00%
108	Licensing Development	3.00%
109	Licensing Entertainment	3.00%
110	Licensing Financial	3.00%
111	Licensing Flow Chart	3.00%
112	Licensing Graphic Design	3.00%
113	Licensing Handheld	3.00%
114	Licensing Network OS	3.00%
115	Licensing OS	3.00%
116	Licensing Personal Organization	3.00%
117	Licensing Presentation	3.00%
118	Licensing Reference	3.00%
119	Licensing Report Analysis	3.00%
120	Licensing Spreadsheet	3.00%
121	Licensing Utilities	3.00%
122	Licensing Warranties	3.00%
123	Licensing Web Development	3.00%
124	Licensing Word Processing	3.00%
125	Software Backup	3.00%
126	Software Barcode/OCR	2.00%
127	Software Business Application	2.00%
128	Software CAD/CAM	2.00%
129	Software Cloning	2.00%
130	Software Computer Services	2.00%
131	Software Database	2.00%
132	Software Development	2.00%
133	Software Entertainment	2.00%
134	Software Financial	2.00%
135	Software Flow Chart	2.00%
136	Software Graphic Design	2.00%
137	Software Handheld	2.00%
138	Software Network OS	2.00%
139	Software OS	2.00%
140	Software Personal Organization	2.00%
141	Software Presentation	2.00%
142	Software Reference	2.00%
143	Software Report Analysis	2.00%

144	Software Spreadsheet	2.00%
145	Software Utilities	2.00%
146	Software Warranties	2.00%
147	Software Web Development	2.00%
148	Software Word Processing	2.00%
Group 8	Media Supplies	
149	Media 4mm Tape	3.50%
150	Media AIT Tape	3.50%
151	Media DAT Tape	3.50%
152	Media DLT Tape	3.50%
153	Media LTO/Ultrium Tape Drive	3.50%
154	Media Magneto-Optical	3.50%
155	Media Optical	3.50%
156	Media SLR Tape	3.50%
157	Media Travan Tape	3.50%
158	Media VXA Tape	3.50%
159	Media Zip	
Group 9	Other	
160	Advanced Integration	1.00%
161	Asset Disposal	1.00%
162	Asset Management	1.00%
163	Cables	3.50%
164	Cables Custom	3.50%
165	Cables Printer	3.50%
166	Complex Warranties	1.00%
167	Desktop Accessories	3.50%
168	Display Accessories	3.50%
169	Electronic Services	1.00%
170	Handheld Accessories	3.50%
171	Imaging Accessories	3.50%
172	Imaging Camcorders	3.50%
173	Imaging Digital Cameras	3.50%
174	Internal Lab Service	1.00%
175	Lab Fees	1.00%
176	Managed Services	1.00%
177	Miscellaneous Solutions	1.00%
178	Networking Warranties	1.00%
179	Notebook Accessories	3.25%
180	Notebook Batteries	3.50%
181	PC Lab Order Services	1.00%
182	POS Accessories	3.00%
183	POS Displays	3.00%
184	Power Accessories	2.00%

185	Power Surge Protection	2.00%
186	Power UPS	1.00%
187	Printer Accessories	3.50%
188	Projector Accessories	3.50%
189	Server Accessories	3.50%
190	Service charge	1.00%
191	System Components	4.00%
192	Training Courses	1.00%
193	Training Reference Manuals	1.00%
194	Warranties Electronic	1.00%

Group 10 Services

		<u>Hourly Fee</u>
	Servers/Storage:	
		IBM, NetApp, EMC, VMWare, Citrix
195	Design & Analysis Urban	\$210
196	Design & Analysis Rural	\$210
197	Configuration Urban	\$210
198	Configuration Rural	\$210
199	Implementation Urban	\$210
200	Implementation Rural	\$210
201	Installation Urban	\$210
202	Installation Rural	\$210
203	Training Urban	\$210
204	Training Rural	\$210
205	Maintenance Urban	\$210
206	Maintenance Rural	\$210
	Cisco Unified Communications:	
		Call Manager, Contact Center, Video
207	Design & Analysis Urban	\$195
208	Design & Analysis Rural	\$195
209	Configuration Urban	\$195
210	Configuration Rural	\$195
211	Implementation Urban	\$195
212	Implementation Rural	\$195
213	Installation Urban	\$195
214	Installation Rural	\$195
215	Training Urban	\$195
216	Training Rural	\$195
217	Maintenance Urban	\$195
218	Maintenance Rural	\$195
	Cisco Data:	
		Route/Switch & Wireless
219	Design & Analysis Urban	\$185
220	Design & Analysis Rural	\$185
221	Configuration Urban	\$185
222	Configuration Rural	\$185

223	Implementation Urban	\$185
224	Implementation Rural	\$185
225	Installation Urban	\$185
226	Installation Rural	\$185
227	Training Urban	\$185
228	Training Rural	\$185
229	Maintenance Urban	\$185
230	Maintenance Rural	\$185

**ASA, MARS, IPS, NAC,
CSA**

	Cisco Security:	
231	Design & Analysis Urban	\$195
232	Design & Analysis Rural	\$195
233	Configuration Urban	\$195
234	Configuration Rural	\$195
235	Implementation Urban	\$195
236	Implementation Rural	\$195
237	Installation Urban	\$195
238	Installation Rural	\$195
239	Training Urban	\$195
240	Training Rural	\$195
241	Maintenance Urban	\$195
242	Maintenance Rural	\$195

Nexus, UCS, WAAS, ACE

	Cisco DataCenter:	
243	Design & Analysis Urban	\$200
244	Design & Analysis Rural	\$200
245	Configuration Urban	\$200
246	Configuration Rural	\$200
247	Implementation Urban	\$200
248	Implementation Rural	\$200
249	Installation Urban	\$200
250	Installation Rural	\$200
251	Training Urban	\$200
252	Training Rural	\$200
253	Maintenance Urban	\$200
254	Maintenance Rural	\$200

**Exchange, AD, SCCM,
SCOM, SQL, SharePoint,
Office, Security, OCS**

	Microsoft:	
255	Design & Analysis Urban	\$190
256	Design & Analysis Rural	\$190
257	Configuration Urban	\$190
258	Configuration Rural	\$190
259	Implementation Urban	\$190

260	Implementation Rural	\$190
261	Installation Urban	\$190
262	Installation Rural	\$190
263	Training Urban	\$190
264	Training Rural	\$190
265	Maintenance Urban	\$190
266	Maintenance Rural	\$190

Total Items Bid/Total Items

* Discount is % off CDWG Advertised parice listed at: www.cdwg.com

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 083052-01
CONTRACT AMENDMENT NO. 7 (SEVEN)
PAGE 1 OF 1

CONTRACT OFFICER: NATHAN DAOU, CPPB, C.P.M., A.P.P.

THIS CONTRACT IS AMENDED AS FOLLOWS:

IT SOLUTIONS

CDW Direct LLC is hereby added to the contract as a subcontractor to CDW Government LLC. CDW Direct LLC sells exclusively to non-profit organizations ("Non-Profit Business Unit") and is being added as a subcontractor in order to sell Information Technology Solutions and Related Services to qualified non-profit members and customers pursuant to the terms and conditions of Contract #083052-01.

CDW Government LLC shall remain the primary contractor under Contract #083052-01 and shall ultimately be responsible for the performance of its subcontractor, CDW Direct LLC. However, non-profit members and customers shall issue purchase orders to CDW Direct LLC

CDW Government LLC's responsibility to report on sales and administrative fees shall remain unchanged. CDW Government shall continue to submit the usage report and associated administrative fee on sales made directly by CDW Government LLC, as well as on sales made by their subcontractor, CDW Direct LLC.

This amendment is effective upon the execution date listed below.

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

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

Tara K. Barbieri 23 Jan 2012
Signature Date

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

CDW Government LLC/ CDW Direct LLC
Company Name

2 Enterprise Drive, Suite 404

Address

Shelton CT 06484

City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 25 DAY

OF Jan, 2012, AT TUCSON, ARIZONA.

Mark A. Nelhart
Mark A. Nelhart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

Reviewed

By:
[Signature]

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 083052-01
CONTRACT AMENDMENT NO. 6
PAGE 1 OF 1

CONTRACT OFFICER: NATHAN DAOU, CPPB, C.P.M., A.P.P

THIS CONTRACT IS AMENDED AS FOLLOWS:

IT SOLUTIONS

ITEM #1:

Pursuant to Contract No. 083052-01, Special Terms and Conditions, Section 7, the City is hereby exercising its option to extend the contract for the time period of August 18, 2011 through August 17, 2012.

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

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

Signature Tara K. Barbieri Date 15 July 2011

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

CDW Government LLC
Company Name

2 Enterprise Drive, Suite 404
Address
Shelton CT 06484
City State Zip

Reviewed

By:
wb

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 19th DAY
OF July, 2011, AT TUCSON, ARIZONA.

David J. Neihart
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4136

CONTRACT NO.: 083052 -01
CONTRACT AMENDMENT NO.: FIVE (5)
PAGE 1 Of 1
CONTRACT OFFICER: NATHAN DAOU, CPPB, C.P.M., A.P.P.

THIS CONTRACT IS AMENDED AS FOLLOWS:

IT SOLUTIONS

This Amendment reflects that CDW Government, Inc. has legally changed its name to CDW Government LLC. Attached hereto is verification dated April 18, 2011.

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

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

Mark Barbieri 12 May 2011
Signature Date

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

CDW Government LLC
Company Name

230 N. Milwaukee Avenue
Address

Vernon Hills, Illinois 60061
City State Zip

THE ABOVE REFERENCED CONTRACT

IS HEREBY EXECUTED THIS 16 DAY
OF May, 2011, AT TUCSON, ARIZONA.

Laura Festhag
Mark Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

Reviewed

By:

W G



Corporate Headquarters

Vernon Hills, IL
230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 847.371.5600
Fax: 847.465.6800
Toll-free: 800.808.4239
CDWG.com

Satellite Offices

Herndon, VA
Dulles Park Technology Center
13461 Sunrise Valley Drive
3rd Floor
Herndon, VA 20171
Phone: 703.262.8000
Fax: 847.465.6800
Toll-free: 888.806.2394

Shelton, CT
2 Enterprise Drive
4th Floor, Ste. 404
Shelton, CT 06484
Phone: 203.513.3500
Fax: 203.899.7699
Toll-free: 800.508.2394

April 18, 2011

James D. Munn, Jr.
Miami-Dade County
Department of Procurement Management
Stephen P. Clark Center
111 N.W. First Street-Suite 1300
Miami, Florida 33128-1974

2011 APR 20 AM 11:52

Re: CDW Government LLC W9 and Name Change

Dear Mr. Munn:

Effective as of December 31, 2009, CDW Government, Inc. converted from an Illinois Corporation into an Illinois limited liability company. This was effectuated by merging (the "Government Merger") CDW Government, Inc. with and into CDWG LLC, an Illinois limited liability company new formed by CDW LLC (also the parent of CDW Government, Inc.) just prior to the Government Merger. CDWG LLC was the surviving entity in the Government Merger. CDWG LLC changed its name to CDW Government LLC ("Government LLC") immediately after the Government Merger. CDW Government LLC retained the FEIN, 36-4230110.

CDW Government LLC is a separate legal entity and uses the above FEIN for sales and use tax and payroll tax reporting. However, for corporate income tax purposes only, CDW Government LLC is considered a disregarded entity. As a disregarded entity, CDW Government LLC's income and expenses flow to the parent's tax return (CDW LLC, FEIN 36-3310735). The W-9 is for corporate income tax reporting purposes only. The W-9 requires us to identify the entity that CDW Government LLC's income will be reported under. In this case, it is CDW LLC. Hence the W-9 reports CDW LLC's name and FEIN with DBA as CDW Government LLC.

If you have any questions on this matter please contact me or Wilson Garcia, Program Manager, at 312-705-3363 wilsgar@cdwg.com.

Sincerely,

Tara K. Barbieri
Director, Program Sales
CDW Government LLC

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
256 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85728-7210

CONTRACT NO. 083052-01
CONTRACT AMENDMENT NO. 4
PAGE 1 OF 4
CONTRACT OFFICER: NATHAN DAOU

THIS CONTRACT IS AMENDED AS FOLLOWS:

IT SOLUTIONS

1. The pricing for the services described in Group 10 on the Price Page is hereby replaced with the following pricing:

Servers/Storage:		IBM, NetApp, EMC, VMWare, Citrix
Type of Service	Hourly Fee	
Design & Analysis Urban	\$210	
Design & Analysis Rural	\$210	
Configuration Urban	\$210	
Configuration Rural	\$210	
Implementation Urban	\$210	
Implementation Rural	\$210	
Installation Urban	\$210	
Installation Rural	\$210	
Training Urban	\$210	
Training Rural	\$210	
Maintenance Urban	\$210	
Maintenance Rural	\$210	

CONTRACT AMENDMENT

CITY OF TUCSON
 DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 8TH FLOOR
 TUCSON AZ 85726-7210

CONTRACT NO. 083052-01
 CONTRACT AMENDMENT NO. 4
 PAGE 2 OF 4
 CONTRACT OFFICER: NATHAN DAOU

Cisco Unified Communications:		Call Manager, Contact Center, Video
Type of Service		Hourly Fee
Design & Analysis Urban		\$195
Design & Analysis Rural		\$195
Configuration Urban		\$195
Configuration Rural		\$195
Implementation Urban		\$195
Implementation Rural		\$195
Installation Urban		\$195
Installation Rural		\$195
Training Urban		\$195
Training Rural		\$195
Maintenance Urban		\$195
Maintenance Rural		\$195

Cisco Data:		Route/Switch & Wireless
Type of Service		Hourly Fee
Design & Analysis Urban		\$185
Design & Analysis Rural		\$185
Configuration Urban		\$185
Configuration Rural		\$185
Implementation Urban		\$185
Implementation Rural		\$185
Installation Urban		\$185
Installation Rural		\$185
Training Urban		\$185
Training Rural		\$185
Maintenance Urban		\$185
Maintenance Rural		\$185

CONTRACT AMENDMENT

CITY OF TUCSON
 DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR
 TUCSON AZ 85726-7210

CONTRACT NO. 083052-01
 CONTRACT AMENDMENT NO. 4
 PAGE 3 OF 4
 CONTRACT OFFICER: NATHAN DAOU

Cisco Security:		ASA, MARS, IPS, NAC, CSA
<u>Type of Service</u>	<u>Hourly Fee</u>	
Design & Analysis Urban	\$195	
Design & Analysis Rural	\$195	
Configuration Urban	\$195	
Configuration Rural	\$195	
Implementation Urban	\$195	
Implementation Rural	\$195	
Installation Urban	\$195	
Installation Rural	\$195	
Training Urban	\$195	
Training Rural	\$195	
Maintenance Urban	\$195	
Maintenance Rural	\$195	

Cisco DataCenter:		Nexus, UCS, WAAS, ACE
<u>Type of Service</u>	<u>Hourly Fee</u>	
Design & Analysis Urban	\$200	
Design & Analysis Rural	\$200	
Configuration Urban	\$200	
Configuration Rural	\$200	
Implementation Urban	\$200	
Implementation Rural	\$200	
Installation Urban	\$200	
Installation Rural	\$200	
Training Urban	\$200	
Training Rural	\$200	
Maintenance Urban	\$200	
Maintenance Rural	\$200	

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 083052
CONTRACT AMENDMENT NO. 3
PAGE 1 OF 1
CONTRACT OFFICER: NICHOLAS GRUND/SD

THIS CONTRACT IS AMENDED AS FOLLOWS:

IT SOLUTIONS

- 1) Summary of Negotiated Items, Attachment B, Special Terms and Conditions Section Cooperative Purchasing, **REPLACE** the third paragraph with the following:

Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the City of Tucson contract for **IT Solutions** pursuant to this solicitation and are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statute:

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

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


Signature _____ Date 07-27-2010

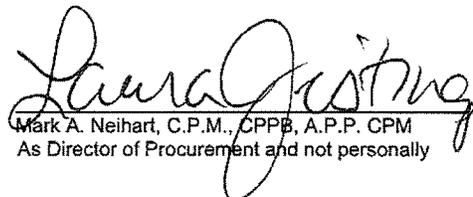
Kevin P. Adams, V.P.
Typed Name and Title

CDW GOVERNMENT LLC
Company Name

2 ENTERPRISE DRIVE, SUITE 404
Address

SHELTON CT 06484
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 28 DAY
OF July 2010, AT TUCSON, ARIZONA.


Mark A. Neihart, C.P.M., CPPB, A.P.P. CPM
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 083052
CONTRACT AMENDMENT NO. 2
PAGE 1 OF 2
CONTRACT OFFICER: NICHOLAS GRUND/LLH

THIS CONTRACT IS AMENDED AS FOLLOWS:

IT SOLUTIONS

Pursuant to Contract No. 083052-01, Special Terms and Conditions, Section 7, the City is hereby exercising its option to extend the contract for the time period of **August 18, 2010 through August 17, 2011.**

The following clause(s) is/are added to the Standard Terms and Conditions section of the referenced contract.

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

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

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

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

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 083052
CONTRACT AMENDMENT NO. 2
PAGE 2 OF 2
CONTRACT OFFICER: NICHOLAS GRUND/LLH

THIS CONTRACT IS AMENDED AS FOLLOWS:

IT SOLUTIONS

THIS PAGE INTENTIONALLY LEFT BLANK

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

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

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 15th DAY
OF July, 2010, AT TUCSON, ARIZONA.

 13 July 2010
Signature Date

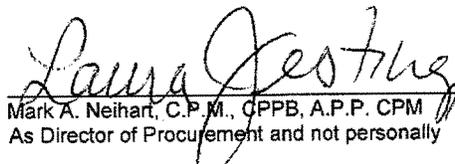
Tara K. Barbieri

Director, Program Sales

CDW GOVERNMENT LLC
Company Name

2 ENTERPRISE DRIVE, SUITE 404
Address

SHELTON CT 06484
City State Zip


Mark A. Neihart, C.P.M., CPPB, A.P.P. CPM
As Director of Procurement and not personally

CITY OF TUCSON

Contract 080523

for

Informational Technology Solutions

with

CDW-G

Effective: August 18, 2008

The following documents comprise the executed contract between the City of Tucson and CDW-G, effective August 18, 2008:

- I. Signed Offer and Acceptance
- II. Summary of Negotiated Items
- III. CDW-G's Response to the RFP, incorporated by reference

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

CDW Government, Inc.

Company Name
2 Enterprise Drive, Suite 404

Address
Shelton CT 06484

City State Zip


Signature of Person Authorized to Sign
Tara Barbieri

Printed Name
Director, Program Sales

Title

For clarification of this offer, contact:

Megan Kelly
Name: _____
Proposal Specialist
Title: _____
703-262-8078
Phone: _____
732-942-2678
Fax: _____
E-mail: mkelly@cdwq.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 083052-01.

Approved as to form this 29th day of July, 2008.

As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 23 day of July, 2008.



Mark A. Nelhart, C.P.M., CPPB, CFM
As Director of Procurement and not personally

RFP 083052
Information Technology Solutions
Summary of Negotiated Items

1. **Program Launch** –This contract was awarded on Thursday, July 24, 2008 and the proposed contract start date is Monday, August 18, 2008. This allows all parties to prepare for contract roll out. CDW•G has committed to working with National IPA to develop a detailed program launch plan which will outline all activities associated with contract roll out. The draft of the plan is due to the City and National IPA as soon as possible with the final plan due by Monday, August 11, 2008. National IPA has committed to providing initial training to CDW•G staff by contract start date.
2. **Single Award** – In consideration of a single award, the parties agree not to enter into new competing agreements as outlined in Attachment A of City's RFP 083052, National Intergovernmental Purchasing Alliance Administration Agreement.
3. **Pricing** – CDW•G shall provide a price in the format of a percentage discount off a verifiable price index. Vendors may submit pricing for various manufacturers. Prices/discounts will remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve month period following contract award. However, pricing may fluctuate as the price for the product changes with the verifiable pricing standard. Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, there may be times when a manufacturer will offer special or promotional pricing which is permitted under this contract as long as this pricing does not exceed the contract price. The contract establishes a contract ceiling price. All parties must agree to pricing methodology. Award will be determined by applying the Vendor's discount to the prices listed on the verifiable price index. The City has provided various computer configurations for pricing evaluation purposes. Vendors are required to provide a total cost for the systems as configured. It is the Vendor's responsibility to provide the City with an up-to-date price list for the duration of the contract.
4. **Marketing Initiatives:** CDW•G is committed to adhering to providing the program launch plan by August 11, 2008 and to memorialize all marketing commitments as outlined in CDW•G original proposal and other support materials as agreed upon by both parties. This will be an agenda item to be discussed at the quarterly meetings to coordinate attendance.
5. **National IPA Administrative Agreement:** CDW•G will work with National IPA to finalize and execute the Administrative Agreement by August 11, 2008.
6. **Program Comparisons:** CDW•G is committed to providing an in-depth comparison to HRG and other comparable cooperatives or state agreements as requested during the contract term. CDW•G has committed to providing a pricing comparison, by CDW•G category, of program value to the end customers between the National IPA and Horizon Resource Group program by Monday, August 11, 2008.
7. **Horizon Resource Group (HRG) Contract:** National IPA and CDW•G is committed to developing and implementing a migration plan for the HRG participants prior to the expiration of the HRG contract which expires on August 16, 2009. In addition, any customer including current and new customers may use this contract in advance of that date with discussion between National IPA and CDW•G.
8. **Revised Pricing:** Best and Final Price Page, see Attachment A herein.
9. **Shipping Charges:** CDW•G and the City of Tucson agreed to the City's original F.O.B. language as stated in the Special Terms and Conditions, Item 2 as follows:

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

Note: Any expedited orders placed may be changed the applicable shipping charges.

10. **Contract Review Meetings:** CDW•G is committed to have key staff attend quarterly contract review meetings. The midyear (2nd quarterly) and annual (4th quarterly) meeting will be held in Tucson, Arizona. The mid year meeting will be held between January 19 through January 30, 2009 and the annual review meeting will be held between May 18th and May 29th. CDW•G commits to a minimum of one Director and one Field Account Executive at each meeting in person. Other CDW•G staff will attend as agenda dictates, but may be available via phone for their specific portions, including: Program Management, Pricing Analyst, Marketing and other sales support staff. The dates for these meetings will be confirmed no later than 60 days in advance of the date.
11. **Negotiated Terms and Conditions:** The parties have agreed to the terms and conditions listed in Attachment B herein. These pages replace pages 2 through 5 and pages 14 through 22 of Request for Proposal No. 083052 document.

**Attachment A
CDW•G Best and Final Price Page**

ITEM NO.	PRICING GROUP	Discount Off Verifiable Price Index*
Group 1 Systems		
1	Desktops	2.00%
2	Notebooks	2.00%
3	Servers 1 Processor	2.00%
4	Servers 2 Processor	2.00%
5	Servers 4+ Processor	2.00%
6	Servers Blade	2.00%
7	Servers Tower	2.00%
8	Servers Unix	2.00%
9	Handhelds	2.00%
Group 2 Input Devices		
10	Keyboards	3.50%
11	Mice	3.50%
12	Imaging Scanners	3.50%
13	POS Scanners	3.50%
14	Pointing Devices	3.50%
15	Bar Code Readers	3.50%
16	Audio Input	3.50%
17	Input Adapters	3.50%
18	PC and Network Cameras	3.50%
19	Input Cables	3.50%
20	Input Accessories	3.50%
Group 3 Output Devices		
21	Displays	3.00%
22	Printers	2.00%
23	Inkjet Printers	2.00%
24	Inkjet Photo Printers	2.00%
25	Laser Printers	1.50%
26	Label Printers	2.00%
27	Dot Matrix Printers	2.00%
28	Multi-Function Printers	2.00%
29	Wide Format Printers	1.50%
30	Multi-Function Inkjet Printers	2.00%
31	Wide Format Printers	1.50%
32	Fax Machine Printers	2.00%
33	Printer Accessories	2.00%
34	Projectors	2.00%
35	Projector Accessories	2.00%
36	Audio Input	2.00%
37	Video Cards	2.00%
38	Sound Cards	2.00%
39	Output Accessories	2.00%
40	Printer Consumables	2.00%

ITEM NO.	PRICING GROUP	Discount Off Verifiable Price Index*
Group 4 Memory		
42	Desktop	4.00%
43	Flash	4.00%
44	Networking	4.00%
45	Notebook	4.00%
46	Printer/Fax	4.00%
47	Server	4.00%
Group 5 Storage Devices		
48	Adapters Fibre Channel	2.50%
49	Adapters FireWire/USB	2.50%
50	Adapters IDE/ATA/SATA	2.50%
51	Adapters RAID	2.50%
52	Adapters SCSI	2.50%
53	Bridges & Routers	2.50%
54	Disk Arrays	2.50%
55	Disk Arrays JBOD	2.50%
56	Drives Magneto-Optical	2.50%
57	Drives Removable Disk	2.50%
58	Gigabit Hubs & Switches	2.50%
59	Hard Disks External	2.50%
60	Hard Disks Fibre Channel	2.50%
61	Hard Disks IDE/ATA/S	2.50%
62	Hard Disks Notebook	2.50%
63	Hard Disks SCSI	2.50%
64	Networking Accessories	2.50%
65	Optical Drives CD-RO	2.50%
66	Optical Drives CD-RW	2.50%
67	Optical Drives DVD/C	2.50%
68	Optical Drives DVD-R	2.50%
69	Storage Accessories	2.50%
70	Storage NAS	2.50%
71	Storage SAN	2.50%
72	Tape Autoloaders AIT	2.50%
73	Tape Autoloaders DAT	2.50%
74	Tape Autoloaders DLT	2.50%
75	Tape Autoloaders LTO	2.50%
76	Tape Drives 4mm	2.50%
77	Tape Drives 8mm/VXA	2.50%
78	Tape Drives AIT	2.50%
79	Tape Drives DAT	2.50%
80	Tape Drives DLT	2.50%
81	Tape Drives LTO/Ultrium	2.50%
82	Tape Drives SDLT	2.50%
83	Tape Drives Travan	2.50%

Discount Off Verifiable
Price Index*

ITEM NO.	PRICING GROUP	Discount Off Verifiable Price Index*
Group 6 Network Equipment		
84	10/100 Hubs & Switch	2.50%
85	Bridges and Routers	2.50%
86	Gigabit Hubs & Switches	2.50%
87	Concentrators and Multiplexers	2.50%
88	Hardware Firewalls	2.50%
89	Intrusion Detection	2.50%
90	KVM	2.50%
91	Modems	2.50%
92	Network Test Equipment	2.50%
93	Network Adapters	2.50%
94	Network Cables	2.50%
95	Network Accessories	2.50%
96	Network Communications	2.50%
97	Repeaters and Transceivers	2.50%
98	Telephony	2.50%
99	Video Conferencing	2.50%
100	Wireless LAN Accessories	2.50%

Group 7 Software

101	Licensing Backup	3.00%
102	Licensing Barcode/OC	3.00%
103	Licensing Business Application	3.00%
104	Licensing CAD/CAM	3.00%
105	Licensing Cloning	3.00%
106	Licensing Computer Services	3.00%
107	Licensing Database	3.00%
108	Licensing Development	3.00%
109	Licensing Entertainment	3.00%
110	Licensing Financial	3.00%
111	Licensing Flow Chart	3.00%
112	Licensing Graphic Design	3.00%
113	Licensing Handheld	3.00%
114	Licensing Network OS	3.00%
115	Licensing OS	3.00%
116	Licensing Personal Organization	3.00%
117	Licensing Presentation	3.00%
118	Licensing Reference	3.00%
119	Licensing Report Analysis	3.00%
120	Licensing Spreadsheet	3.00%
121	Licensing Utilities	3.00%
122	Licensing Warranties	3.00%
123	Licensing Web Development	3.00%
124	Licensing Word Processing	3.00%
125	Software Backup	3.00%
126	Software Barcode/OCR	2.00%
127	Software Business Application	2.00%
128	Software CAD/CAM	2.00%
129	Software Cloning	2.00%
130	Software Computer Services	2.00%

Discount Off Verifiable
Price Index*

ITEM NO.	PRICING GROUP	Discount Off Verifiable Price Index*
31	Software Database	2.00%
132	Software Development	2.00%
133	Software Entertainment	2.00%
134	Software Financial	2.00%
135	Software Flow Chart	2.00%
136	Software Graphic Design	2.00%
137	Software Handheld	2.00%
138	Software Network OS	2.00%
139	Software OS	2.00%
140	Software Personal Organization	2.00%
141	Software Presentation	2.00%
142	Software Reference	2.00%
143	Software Report Analysis	2.00%
144	Software Spreadsheet	2.00%
145	Software Utilities	2.00%
146	Software Warranties	2.00%
147	Software Web Development	2.00%
148	Software Word Processing	2.00%

Group 8 Media Supplies

149	Media 4mm Tape	3.50%
150	Media AIT Tape	3.50%
151	Media DAT Tape	3.50%
152	Media DLT Tape	3.50%
53	Media LTO/Ultrium Tape Drive	3.50%
154	Media Magneto-Optical	3.50%
155	Media Optical	3.50%
156	Media SLR Tape	3.50%
157	Media Travan Tape	3.50%
158	Media VXA Tape	3.50%
159	Media Zip	3.50%

Group 9 Other

160	Advanced Integration	1.00%
161	Asset Disposal	1.00%
162	Asset Management	1.00%
163	Cables	3.50%
164	Cables Custom	3.50%
165	Cables Printer	3.50%
166	Complex Warranties	1.00%
167	Desktop Accessories	3.50%
168	Display Accessories	3.50%
169	Electronic Services	1.00%
170	Handheld Accessories	3.50%
171	Imaging Accessories	3.50%
172	Imaging Camcorders	3.50%
173	Imaging Digital Cameras	3.50%
174	Internal Lab Service	1.00%
75	Lab Fees	1.00%
176	Managed Services	1.00%

ITEM NO.	PRICING GROUP	Discount Off Verifiable Price Index*
77	Miscellaneous Solutions	1.00%
178	Networking Warranties	1.00%
179	Notebook Accessories	3.25%
180	Notebook Batteries	3.50%
181	PC Lab Order Services	1.00%
182	POS Accessories	3.00%
183	POS Displays	3.00%
184	Power Accessories	2.00%
185	Power Surge Protection	2.00%
186	Power UPS	1.00%
187	Printer Accessories	3.50%
188	Projector Accessories	3.50%
189	Server Accessories	3.50%
190	Service charge	1.00%
191	System Components	4.00%
192	Training Courses	1.00%
193	Training Reference Manuals	1.00%
194	Warranties Electronic	1.00%

Group 10 Services

195	General Installation	1.00%
196	Training	1.00%
197	Support	1.00%
198	Additional Services Offered (feel free to offer additional services and applicable discount)	1.00%

Total Items Bid/Total Items

* Discount is % off CDWG Advertised price listed at: www.cdwg.com

**Attachment B
Terms and Conditions
Dated July 23, 2008**

Request for Proposal #083052, pages 2 through 5, are replaced by the following:

INTRODUCTION / BACKGROUND

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

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

The City, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance (herein National IPA) to make the resultant contract from this solicitation available to qualified Participating Agencies nationwide. National IPA provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis.

As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide contractor as stated herein.

National Contract Requirements

CONTRACTOR COMMITMENTS

The successful offeror must make certain commitments to both the City and National IPA under this contract. These commitments are designed to ensure the success of the contract for all parties involved.

A. Corporate Commitment

Contractor commits that (1) the contract has received all necessary corporate authorization of its firm, (2) the contract is the primary "go to market" strategy within the local government market, and (3) the contract will be promoted to all government agencies, including any existing customers, and transitioning those customers, upon their request, to the contract.

B. Sales Commitment

Contractor commits to aggressively market the contract and National IPA nationwide and that its sales force will be trained, engaged and committed to offering the contract through National IPA nationwide. Further, the Contractor commits that all contract sales will be reported to National IPA as specified in this Contract.

2. NATIONAL IPA ADMINISTRATIVE AGREEMENT

The Contractor will be required to enter into an Administration Agreement with National IPA before services on a national level can commence (see Attachment A). The Agreement establishes the requirements, obligations and prohibitions of the Contractor with respect to a nationwide contract effort. The City strongly encourages all potential offerors to be familiar with the terms and conditions contained therein.

3. ESTIMATED VOLUME

Last year, the City of Tucson spent approximately \$500,000 on systems purchases, \$70,000 on software purchases and over \$100,000 on information technology peripherals. The dollar volume of services purchased under the contract is estimated to be \$25,000,000 annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the City, other government agencies that intend to utilize the resulting contract to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between the Vendor and National IPA.

4. **MARKETING AND ADMINISTRATIVE SUPPORT**

National IPA provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis.

The National IPA Marketing teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing participating agencies and new participating agencies through:

- Marketing collateral (print, email, presentations)
- Website support
- Trade shows/conferences/meetings
- Advertising

The National IPA Sales teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing participating agencies and new participating agencies through:

- Individual sales calls
- Joint sales calls
- Communications/customer service
- Training sessions for participating agencies teams
- Training sessions for contractor teams

The National IPA Contracting teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing agencies and new participating agencies through:

- Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- Training sessions for participating agencies teams
- Training sessions for contractor teams
- Quarterly business reviews to monitor program success
- General contract administration

Contractors are required to pay an administrative fee based on a minimum of 1% of actual sales under the Contract. The administrative fee offsets the costs of governance, lead agencies, marketing and administration of National IPA.

SCOPE OF WORK

QUALIFIED VENDORS: Offerors should meet the minimum qualifications:

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

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

2. **ORDERING:** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
 - a. Online
 - b. Telephone
 - c. Fax
 - d. Email
3. **DELIVERY REQUIREMENT:** Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.
4. **SCOPE OF PRODUCTS:** The intent of this solicitation is to establish a contract with the ability to purchase a wide variety of Information Technology Solution Products including but not limited to the following categories:
 - a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier vendors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
 - b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. High End Workstation: These will be used by application developers using GIS, CASE or other high level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. Network Server: These will be used as a server in a local area network using TCP/IP protocol for both IP V4 and IP V6 for workgroups, departments or in wide area network configurations with a range of multiple workstations, printers and other networked devices. The device should route using EIGRP and BGP routing protocols using stub and full routing tables, be capable of full access control lists and 802.1X port authentication. Product will include the operating system license, software media and documentation in the hardware shipment.
 - f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

- g. Computer and Network Products and Peripherals: Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
- h. Services: Services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc..

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

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

Award will be determined by applying the Vendor's discount to the prices listed on the verifiable price index. The City has provided various computer configurations for pricing evaluation purposes. Vendors are required to provide a total cost for the systems as configured.

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

6. **AWARD:** It is the City's intention that a single or limited number of awards will be made under this solicitation.
7. **DEFECTIVE PRODUCT:** All defective products shall be identified within 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.

Request for Proposal #083052, pages 14 through 22, are replaced by the following:

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See www.tucsonaz.gov/procure and click on Cooperatives for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the City of Tucson contract for Panasonic Toughbooks, Tablets, Accessories and Services award made pursuant to this solicitation and are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statute:

Cities. Towns. Villages and Boroughs including but not limited to:

CITY OF ADAIR VILLAGE	CITY OF OREGON CITY
CITY OF ASHLAND	CITY OF PILOT ROCK
CITY OF AUMSVILLE	CITY OF PORTLAND
CITY OF AURORA	CITY OF PORTLAND
CITY OF BEAVERTON	CITY OF POWERS
CITY OF BOARDMAN	CITY OF RIDDLE
CITY OF BURNS	CITY OF SANDY
CITY OF CANBY	CITY OF SCAPPOOSE
CITY OF CANYONVILLE	CITY OF SHADY COVE
CITY OF CLATSKANIE	CITY OF SHERWOOD
CITY OF COBURG	CITY OF ST. PAUL
CITY OF CONDON	CITY OF TIGARD, OREGON
CITY OF LA GRANDE	CITY OF TUALATIN, OREGON
CITY OF LEBANON	CITY OF WARRENTON
CITY OF MILL CITY	CITY OF WILSONVILLE
CITY OF MILWAUKIE	CITY OF WINSTON
CITY OF MOSIER	LEAGUE OF OREGON CITIES
CITY OF NORTH PLAINS	PORTLAND DEVELOPMENT COMMISSION

Counties including but not limited to:

ASSOCIATION OF OREGON COUNTIES	LINCOLN COUNTY
BENTON COUNTY	LINN COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION	MARION COUNTY, SALEM, OREGON
CLATSOP COUNTY	MORROW COUNTY
COLUMBIA COUNTY, OREGON	MULTNOMAH COUNTY BUSINESS AND
COOS COUNTY HIGHWAY DEPARTMENT	COMMUNITY SERVICES
CROOK COUNTY ROAD DEPARTMENT	MULTNOMAH LAW LIBRARY

CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JEFFERSON COUNTY
LAKE COUNTY

NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOW A COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY

K-12 including but not limited to:

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

MEDFORD SCHOOL DISTRICT 549C
MONROE SCHOOL DISTRICT NO.1J
MITCH CHARTER SCHOOL
MULTISENSORY LEARNING ACADEMY
MUL TNOMAH EDUCATION SERVICE DISTRICT
NEAH-KAN-NIE DISTRICT NO. 56
NESTUCCA VALLEY SCHOOL DISTRICT NO. 101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO. 19
SWEET HOME SCHOOL DISTRICT NO. 55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO. 32

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

3. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
4. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
5. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
6. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice. Notwithstanding the foregoing, the Contractor may assign this Contract to any parent, wholly owned subsidiary or affiliate without the written consent of the City. In the event of any such assignment, the City shall have the right to terminate this Contract, in accordance with the termination provisions.
6. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any of its rubbish from the premises and all tools, scaffolding, equipment and materials that are the property of the Contractor. Upon completion of the repair, the Contractor shall leave the work and premises in the same condition as before the work began, excepting normal wear and tear.
7. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
8. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
9. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to: A) Amend the contract or enter into supplemental verbal or written agreements; B) Grant time extensions or contract renewals; C) Otherwise modify the scope or terms and provisions of the contract. This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.
10. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
12. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever commercially reasonable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

13. EXCLUSIVE POSSESSION: All materials specifically created and prepared by the Contractor pursuant to this Contract and identified as a "Deliverable" under a Statement of Work are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

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

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

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

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

Infringement Indemnity by Contractor

To the extent a Party becomes aware, such Party shall promptly and fully notify the other Party of any Claim by any third party asserting that the Use by City or an Authorized User of the Licensed Material infringes or is likely to infringe the Intellectual Property Rights of such third party. Contractor will defend, indemnify and hold harmless City, Authorized Users, and City's directors, officers, employees and agents (collectively, "City Indemnified Parties") from any and all Losses arising from any such Claim, provided that Contractor shall have no obligations to City or City Indemnified Parties under this Section 9.1 or Section 9.2 below or otherwise, and in such cases,

Additional Obligation of Contractor

Subject to the forgoing provisions, in the event that any infringement Claim is initiated against Contractor or a City Indemnified Party, or in CDW-G's sole opinion is likely to be initiated for the Contractor is liable in terms of Section 9.1 above, then Contractor shall have the option, at its expense, to either:

- (a) modify or replace the infringing part of the Licensed Material so that such part is no longer infringing, provided that the functionality and performance of the Licensed Material continues to perform and operate at least in an equivalent manner and with equivalent functionality; or
- (b) procure for City, Permitted Affiliates, Authorized Users the right to continue using the infringing Licensed Material.

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

commencing on the Effective Date of this Agreement. The provisions of Section 9.1 and 9.2 state Contractor's entire liability and City's sole remedies with respect to infringement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 27. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 28. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor. Said audit shall be limited to verifying Contractor's compliance with this Contract. In the event the audit is performed by an independent third party, the party must execute Contractor's Standard Non-Disclosure Agreement. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.
- 29. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 30. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 31. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 32. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 33. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 34. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 35. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 36. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

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

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

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

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

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

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

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

The Contractor shall have ten (10) days from receipt of notice from the City to cure any default.

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

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

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

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

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

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Kieva Morrison

Contact Number: 404-330-6264

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: Friday, January 25, 2012

Anticipated Committee Meeting Date(s): Wednesday, February 13, 2013

Anticipated Full Council Date: Monday, February 18, 2013

Legislative Counsel's Signature: [Signature]

Chief Information Officer Signature (for IT Procurements) [Signature]

Commissioner Signature: _____

Chief Procurement Officer Signature: [Signature]

CAPTION
Mayor's Staff Only

A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER COA-6437-PL, PURSUANT TO SECTION 2-1601 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT NUMBER 080523 FOR INFORMATIONAL TECHNOLOGY SOLUTIONS WITH CDW GOVERNMENT LLC, COMPETITIVELY SOLICITED AND AWARDED BY THE CITY OF TUCSON, ARIZONA, TO PURCHASE EQUIPMENT AND THREE (3) YEARS OF ONSITE MAINTENANCE SUPPORT FOR A NEW SHAREPOINT SERVER FARM, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FIFTY-TWO THOUSAND, EIGHTY-NINE DOLLARS AND FIFTY CENTS (\$52,089.50); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) \$52,089.50

Received by CPO: _____ (date) Received by LC from CPO: _____ (date)

Received by Mayor's Office: [Signature] 1-25-13 (date) Reviewed by: _____ (date)

Submitted to Council: _____ (date)



CITY OF ATLANTA

SUITE 1900

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6204 Fax: (404) 658-7705

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Kasim Reed
Mayor

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

MEMORANDUM

TO: Councilmember Felicia Moore
Chair, Finance Executive Committee

FROM: Adam L. Smith

RE: National Intergovernmental Purchasing Alliance Contract #080523 for COA-6437-PL

DATE: January 25, 2013

This memorandum is to certify that the above-referenced Cooperative Agreement was competitively procured in a manner consistent and pursuant to sections 2-1602, 2-1604, 2-1606 and 2-1608 of the Procurement and Real Estate Code. We reviewed the terms of the Agreement and determined that the costs for the goods/services are competitive and comparable.

If you have any questions or need additional information, please do not hesitate to contact me.