



AUBURN HILLS MEETING SCHEDULE

248-370-9402

December 2013

(11-22-13)

- 02 City Council Workshop, 5:30 p.m., Council Chamber ◆
- 02 City Council, 7:00 p.m., Council Chamber ◆
- 09 Tax Incentive Review Committee, 5:30 p.m., Admin Conference Room ❖
- 10 Tax Increment Finance Authority, 4:00 p.m., University Center 📠 **LOCATION CHANGE**
- 10 Library Board, 4:30 p.m., Library 📖 **LOCATION CHANGE**
- 10 Planning Commission, 7:00 p.m., Council Chamber ◆
- 12 ~~Zoning Board of Appeals, 7:00 p.m., Council Chamber~~ ◆ **CANCELED**
- 16 City Council, 7:00 p.m., Council Chamber ◆

- ◆ City Council Chamber (Conf. Rm.) – 1827 N. Squirrel Road
- ❖ Administrative Conference Room – 1827 N. Squirrel Road
- 📠 Public Safety Building – 1899 N. Squirrel Road
- ⚙️ Community Center – 1827 N. Squirrel Road
- Department of Public Services (DPS) – 1500 Brown Road
- 🏌️ Fieldstone Golf Course - 1984 Taylor Road
- 📖 Library - 3400 Seyburn Drive
- 🏢 Downtown City Offices – 3395 Auburn Road, Suite A
- 📠 University Center, 3350 Auburn Road, Main Floor, Classroom AHUC-02



The City of Auburn Hills
Regular City Council Meeting
Monday, December 2, 2013 * 7:00 p.m.

Workshop 5:30 – Establish Workshop Priorities

AGENDA

Council Chamber ❖ 1827 N. Squirrel Road ❖ Auburn Hills MI
248-370-9402 ❖ www.auburnhills.org

1. MEETING CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF COUNCIL

4. APPROVAL OF MINUTES – November 18, 2013

5. APPOINTMENTS AND PRESENTATIONS

5a. Motion – Confirm City Council Board and Commission Appointments

6. PUBLIC COMMENT

7. CONSENT AGENDA

All items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

7a. Board and Commission Minutes

7a.1. Beautification Advisory Commission – October 16, 2013

7b. Motion – Approve the proposed City-wide upgrade from Microsoft Office Professional Plus 2007 to Microsoft Office Standard 2013

7c. Motion – Approve the proposed upgrade from Microsoft Exchange Server 2007 to Microsoft Exchange Server 2013

7d. Motion – Approve Site Plan for Dollar General

8. OLD BUSINESS

9. NEW BUSINESS

9a. Public Hearing/Motion- Approval of a Brownfield Plan for the 2150 Opdyke Road (Former Showcase Site) Redevelopment Project

9b. Motion – Approve Brownfield Reimbursement Agreement with NDA Auburn, LLC

10. COMMENTS AND MOTIONS FROM COUNCIL

11. CITY ATTORNEY'S REPORT – Update on Oil and Gas Drilling

12. CITY MANAGER'S REPORT

13. ADJOURNMENT

City Council meeting minutes are on file in the City Clerk's office. ➤ **NOTE:** Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 370-9402 or the City Manager's Office at 370-9440 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

1983

DATE: DECEMBER 2, 2013

AGENDA ITEM NO. 4.



The City of Auburn Hills

City Council Meeting

Minutes

November 18, 2013

CALL TO ORDER: by Mayor McDonald at 7:00 p.m.
LOCATION: City Council Chamber, 1827 N. Squirrel Road, Auburn Hills, MI 48326
Present: Mayor McDonald, Mayor Pro Tem Hammond, Council Members Doyle, Kittle, Knight, McDaniel, Verbeke
Absent: None
Also Present: City Manager Auger, Assistant City Manager Tanghe, Director Olko, Deputy Director/Police Hardesty, Deputy Director/Fire Manning, Deputy Director of Public Works Grice, City Clerk Kowal, City Attorney Beckerleg, City Engineer Juidici.
86 Guests

4. APPROVAL OF MINUTES

4a. Regular Council Meeting – November 8, 2013

Moved by Doyle; Seconded by Hammond.

RESOLVED: To approve the November 11, 2013 meeting minutes.

VOTE: Yes: Doyle, Hammond, Kittle, Knight, McDaniel, McDonald, Verbeke

No: None

Motion Carried (7-0)

Resolution No. 13.11.212

5. APPOINTMENTS AND PRESENTATIONS

City Manager Auger thanked Mayor McDonald and Ms. Doyle for their years of service and presented them with plaques.

Mayor McDonald stated what a privilege and honor it has been to serve the City as the Mayor for 12 years and on City Council for 24 years. He thanked everyone for their support over the years.

Ms. Doyle appreciates the deep trust from all of her supporters and is very proud of the City. She will continue to be an active citizen and wished all the Council Members good luck. She also thanked staff, noting the outstanding leadership within the City and thanked everyone for attending this evening's meeting.

Mayor McDonald stated the meeting will now adjourn and reconvene at 8:00 p.m.

6. ADJOURNMENT – Reception

The meeting adjourned at 7:07 p.m.

7. MEETING CALLED TO ORDER

City Clerk Kowal called the meeting to order at 8:00 p.m.

8. OATH OF OFFICE

City Clerk Kowal administered the Oath of Office to newly elected Council Members Burmeister and Mitchell and to returning Council Members Kittle and Knight.

9. ROLL CALL OF COUNCIL

Present: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke

Absent: None

10. ELECTION OF MAYOR

City Clerk Kowal called for nominations for Mayor.

Ms. Verbeke nominated Mr. McDaniel.

Mr. Knight nominated Ms. Hammond.

Moved by Kittle; Seconded Verbeke.

RESOLVED: To close nominations.

Voted: Yes: All

No: None

Motion Carried (7-0)

Resolution No. 13.11.213

ROLL CALL VOTE FOR MAYOR:

For McDaniel: Burmeister, McDaniel, Mitchell, Verbeke

For Hammond: Hammond, Kittle, Knight

Mr. McDaniel elected as Mayor.

Mayor McDaniel assumed the Chair.

11. ELECTION OF MAYOR PRO TEM

Mayor McDaniel opens nominations for Mayor Pro Tem.

Ms. Hammond nominated Mr. Kittle.

Mr. Burmeister nominated Ms. Verbeke.

Moved by Verbeke; Seconded Knight.

RESOLVED: To close nominations.

Voted: Yes: All

No: None

Motion Carried (7-0)

Resolution No. 13.11.214

ROLL CALL VOTE FOR MAYOR PRO TEM:

For Kittle: Hammond, Kittle, Knight, Mitchell

For Verbeke: Burmeister, McDaniel, Verbeke

Mr. Kittle elected as Mayor Pro Tem

12. PUBLIC COMMENT

David Lonier, 1842 Commonwealth, congratulated the four recently elected Council Members and wished them well.

Continuing, Mr. Lonier stated he came before Council approximately two-years ago regarding smart meters, and since that time over 30 cities and three counties have passed resolutions opposing smart meters. There has been some backlash from DTE and the press has not publicized much of the research that has been done on smart meters and the dangers involved. He had with him a copy of a resolution as well as a compact disc containing 'A Ticking Time Bomb', which explains about smart meters. After watching and listening, he hopes Council will consider putting smart meters on an agenda and approve a resolution.

Don Hughes, Bald Mountain Road resident, welcomed and congratulated the current Council Members and the newly elected Council Members and hopes this will be the beginning of many productive discussions in the future. He attended the last Council meeting and expressed his concerns with the oil and gas exploration and drilling in the City and the effect it can have on the community. Following up from last week, he has been unable to speak to the Ann Arbor mayor and/or staff to determine the effectiveness of the ordinance that was enacted. He will provide that information as soon as he has talked with someone from the Ann Arbor mayor's office. He noted his wife sent a copy of the Ann Arbor ordinance to City Council as well as Mr. Auger; and information from Rochester and their discussion with MDEQ regarding oil and gas drilling ordinances. His wife has also been in contact with the Rochester Hills mayor to determine how Rochester Hills is reacting to oil and gas drilling, and when he obtains that information he will forward that to Council as well. He thanked Council for their concern and interest and hopes a date for a public meeting will be made as soon as possible and have equal representation from both sides available to answer questions.

He also wanted to thank Auburn Hills Fire and Police Departments for such a quick response; yesterday he called regarding a downed power line across from his house, in Hawk Woods. As a follow-up, he questions what kind of danger public servants will be put in with gas and oil drilling companies within a city, without the local government knowing there are companies doing this type of work and what type of hazardous chemicals are being used.

Pauline Holten, Shelby Township resident, gave information to Ms. Kowal to be distributed to Council. Continuing, she stated 31 cities in Michigan have voiced opinions about smart meters and concerns of the cost to people. The concern is peak and tier pricing and until a bill is received, one won't know how they are being charged. There is also concern about radio frequencies, which can cause damage to DNA and cells, can cause tumors, leukemia, autism, rashes, earaches, nosebleeds and a variety of other ailments. Doctors all over the country have done research, it is real. There are also the privacy concerns because of the chipped appliances coming into homes. These chipped appliances will be able to talk to the smart meters and send data back to the utility companies, which is a violation of the fourth amendment rights. There are safety issues as well, such as four documented fires in Michigan related to the smart meters.

Continuing, Ms. Holten read The Precautionary Principle – *'The precautionary principle or precautionary approach states that if an action or policy has a suspected risk of causing harm to the public or to the environment, in the absence of scientific consensus that the action or policy is harmful, the burden of proof that it is not harmful falls on those taking the action.'*

This principle allows policy makers to make discretionary decisions in situations where there is the possibility of harm from taking a particular course or making a certain decision when extensive scientific knowledge on the matter is lacking. The principle implies that there is a social responsibility to protect the public from exposure to harm, when scientific investigation has found a plausible risk. These protections can be relaxed only if further scientific findings emerge that provide sound evidence that no harm will result.'

She insisted Auburn Hills post a moratorium on smart meters because it is vital to the residents.

John Holton, Shelby Township resident, stated information from around the world, as well as the U.S., can be found on the website www.W4AR.com. He made a dvd titled Overexposed, which includes the health effects of radio frequency radiation (provided to Council). His radiation meter has been used on different homes throughout the area and can measure the radiation for the residents. Upon turning on his radiation meter, he told the Mayor there are 200 micro watts of radiation coming from the wi-fi in the Council Chamber. He noted there is radiation coming from microwave ovens, smart phones, cordless phones, home wi-fi, and school wi-fi. He stated he scanned a school, 80 feet away in the parking lot, and detected radio frequency radiation from the school's wi-fi.

There are many ailments associated with radio frequency radiation; these are non-thermal effects. The FCC standards are based on thermal effects. He is asking the City to make an educated decision based on the Precautionary Principle for the safety of the community.

John Hiltz, OHM, congratulated the new Mayor and Mayor Pro Tem as well as the newly elected Council Members and the returning Members. He wanted to let Ms. Doyle know that it has been a pleasure over the last four years of getting to know her and working with her. He had the great honor of being present when Mayor McDonald was sworn into office the first time, 24 years ago and has had the pleasure of working with him through the many changes in Auburn Hills. This community has been blessed with great leadership. He has appreciated Mayor McDonald treating OHM like part of the team, as has all the Council Members.

Mr. Hiltz thanked Mayor McDonald on behalf of himself, as well as OHM, for everything he has done. He looks forward to continue working with City Council, noting OHM has been honored and blessed to be the City's consultant.

Kay Sendegas, thanked Mayor McDonald and Ms. Doyle for the great job they've done. Ms. Sendegas noted the many former Council Members in the audience and stated Auburn Hills is as great as it is today because of the forefathers and the decisions that were made. She hoped all current Council Members can leave their personal agendas at home and sit on the Council and do what is best for the City.

Sally Galloway, Bald Mountain Road resident, explained she is opposed to the gas and oil drilling, because of the environmental, public health and water hazards that are involved. The drinking water could become contaminated from methane migrating into water supplies. Sites become contaminated with toxic drilling mud being buried in pits on the site. Wells use hundreds of thousands to millions of gallons of water per day from on-site water wells that are drilled alongside

oil/gas wells. There are poisonous gases that may leak and emit from the well sites; in 2012, near Grayling, a valve on a well head failed and leaked for four hours which sent approximately 135,000 cubic feet of gas into the air before it was shut off. The wells contain 80% hydrogen sulfide, which is a poisonous by-product of both oil and gas production.

Continuing, Ms. Galloway stated the excessive earthquakes in Ohio have been caused by the deep-injection wells, as supported with scientific data. There is the potential for toxic fracking fluids, known as carcinogens and chemicals that cause neurological damage, which can leak on site during operations and/or from operation wells used to bury these toxins. She has gathered this information from various websites; she has been doing her research and is very concerned with oil and gas drilling; she would like the drilling prevented. She read in an article that Michigan has set a record for the country's most water consuming frack well; the horizontal well in Kalkaska County used over 21 million gallons of water. There are other wells in Michigan that are using similar astounding amounts. According to the article, Michigan has over 1,000 toxic injection wells for frack waste and is building more.

Last year, Encana, a Canadian based oil company spread over 40,000 gallons of frack flow-back on Michigan roads and in private campgrounds. The MDEQ allowed it, but later admitted their mistake and on June 13th revoked the approval immediately with dire warnings about known chemicals in the flow-back. Encana was cited for spilling 300 to 400 gallons of brine into the ground on the site of a fracking well in Kalkaska County.

She would like City Council to set a date for a public forum to allow residents to get the needed information and for Council to listen to the residents.

13. CONSENT AGENDA

All items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

13a. Purchase of John Deere Tractor with Implements

Moved by Knight; Seconded by Verbeke.

RESOLVED: To approve Consent Agenda.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke

No: None

Motion Carried (7-0)

Resolution No. 13.11.215

14. OLD BUSINESS

14a. Public Hearing /Motion – Ordinance 13-856 Repeal Mechanical Amusement Device Licensing

Deputy Director/Police Hardesty explained since at least the mid 1980s the City has licensed and regulated mechanical amusement devices, pool tables, and video games in places open to the public. Currently there are approximately 14 of these businesses, who must pay a renewal fee of \$250 plus \$50 for each additional game. The licensing requires inspections by police, fire and building departments, with a significant investment of personnel time. With changes in technology, it is believed the regulation of these devices is no longer necessary. It is the recommendation that this ordinance be repealed.

Mayor McDaniel opened the public hearing at 8:31 p.m. and hearing no comment closed the public hearing at 8:32 p.m.

Moved by Mitchell; Seconded by Knight.

RESOLVED: To adopt an ordinance to amend Chapter 10, to repeal Article III “Mechanical Amusement Devices, Video Games and Pool Tables” on second reading, to be known as Ordinance No. 13-856.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke

No: None

Motion Carried (7-0)

Resolution No. 13.11.216

14b. Public Hearing / Motion – Ordinance 13-857 Hookah Lounge Ordinance

Deputy Director/Police Hardesty explained the State of Michigan enacted Public Act 188 of 2009 to prohibit smoking in public places; since that time smoking lounges have become increasingly popular. Cigar Bars and Tobacco Specialty Retail Stores that qualify and existed by May 1, 2010, are exempt from the smoking in public prohibition. Currently there are two established lounges in Auburn Hills and a third looking to move in.

On August 5, 2013 Council placed a moratorium on any new smoking lounges within the City for 180 days, while staff examined the issue. Based on some of the negative impacts, such as issues with parking lots, minors, alcohol use, and noise complaints, staff is recommending an ordinance designed to establish some uniform regulations to help prevent the adverse impacts.

Mayor McDaniel opened the public hearing at 8:34 p.m.

Pauline Holten, Shelby Township resident stated she isn't too sure about the hookah lounges and wishes Shelby Township would do something about them. She believes there should be more investigation into the lounges and what they have to offer.

Mina Habib introduced his cousin **Kyrollos Nessim**, stating they are residents of the City, both are CPA's and the owners of the third lounge looking to locate in Auburn Hills.

Mr. Nessim explained a few months ago, he and his cousin met with City Officials to discuss the hookah idea and to get approval. The conversation was very open and honest and City Officials voiced their concerns based on what has been seen at the other establishments. He agrees, hookah is a very uncertain activity and vague. Not many people know much about it; it is a very cultural type of activity. He understands the pessimistic views on allowing a third hookah lounge in the City, but he hopes to show others what a hookah lounge is. The best way to learn about something is to visit and experience it. Like any business, this is targeted to a certain group of people, but is opened to all. With running a successful business they intend to follow the rules and regulations and run a civil environment. They are more than grateful to be able to be involved in the City's vision of making the downtown area attractive to the youth. This new ordinance is to help solve the problems that have been happening with the existing hookah lounges and they hope they can prove themselves to run a better hookah lounge. Both have been working with Community Development and still have a ways to go before the building will be ready for occupancy. Mr. Nessim hopes to continue to keep an open dialogue with the City and welcomes any input from the City.

Mr. Habib hopes this can be a collaborative effort in having this business succeed. He would like to be able to sit down with the Police Chief and Code Enforcement to develop a plan that can reduce some of the activity that is currently being seen at the other lounges. From what he understands, it is a vision of the City as well, to see the City promoted as a place for young people to gather socially. He would like to be able to keep his business open until 2:00 a.m., as the bars currently do.

Mr. Nessim promised all codes and ordinances will be followed and asks for the opportunity to prove themselves in running a smooth and successful business.

Ms. Doyle stated she has traveled quite a bit in the Mideast and this is a very common cultural social experience there. She noted southeastern Michigan has the greatest number of Mid-eastern people in the U.S. She believes this is a form of discrimination in restricting these businesses to close at midnight, while bars remain open until 2:00 a.m. She deems closing the young businesses at midnight, takes away two hours of very important time; the ordinance can be amended later to restrict the hours if necessary. These businesses can be held to all the other requirements, but the time should be changed. She would like the hours changed to allow more competition for the businesses and to allow a place for those who are not 21 to socialize safely.

Ms. Hammond asked Mr. Habib and Mr. Nessim if they currently own a hookah lounge.

Mr. Nessim stated this will be their first business venture. They both have visited other hookah lounges and have a unique way of differentiating themselves from others; they want more than just four walls and couches. He and Mr. Habib hope to achieve a warm ambiance, similar to a coffee shop where students can use their laptops and/or socialize.

Ms. Hammond stated she agrees a hookah lounge should be able to stay opened beyond midnight and was curious how long a hookah lasts.

Mr. Nessim explained the time determined for the last hookah would be determined like a restaurant or other businesses near closing hour. Subtle hints that it is time to close can be as easy as turning the light either up or down, and music turned off.

Mr. Habib stated there could also be a last order called about a half-hour before closing. He would like some kind of plan, because you can't just throw the customers out at closing time.

Ms. Hammond asked if a consensus of Council agreed to the 2:00 a.m. closing, would they be agreeable to posting a sign at the entrance that no orders would be taken after 1:00 a.m.

Mr. Nessim stated yes.

Mr. Habib would like to sit down with the Police Chief prior to opening and discuss all the concerns and what can be done to minimize those concerns. They want this to be a successful business and not create any trouble for the City.

Ms. Hammond asked for an explanation on the sanitary conditions involved.

Mr. Nessim explained there is a new tip placed on the hose for each guest; however, the entire hose and tip can be replaced if a customer prefers. For each new user, the water and tobacco are also replaced.

Mr. Kittle wanted to make sure both Mr. Habib and Mr. Nessim realized this is a second reading for this ordinance and the purpose of the ordinance is because of problems with the current hookah lounges.

Both Mr. Nessim and Mr. Habib understood.

Mr. Kittle asked if the ordinance allowed 2:00 a.m. as the closing hour, would the businesses be grandfathered in and not be changed.

Mr. Beckerleg explained no, this is a regulatory ordinance not a zoning ordinance, so there is no grandfathering. If the ordinance allowed all hookah lounges in the City to stay open until 2:00 a.m. and determined it isn't working, at any time the Council could amend the ordinance to change the closing hour and it would then apply again to all hookah lounges in the City.

Mr. Knight noted Ms. Doyle is very persuasive with her argument of hours and he is impressed with the integrity of the two gentlemen; however, you can't enforce the integrity of other people. He supports what the Public Safety/Police recommends, also, he doesn't believe it makes sense to allow the business to stay open until 2:00 a.m. and then move the time back by two hours; that could have a very negative impact on the business.

Mr. Nessim stated he hopes to have very good people visiting their business, and if not they will make people aware trouble will not be tolerated.

Deputy Director/Police Hardesty noted based on Council's discussion at the previous meeting, in Section 10-136, the language has been changed to only allow employee and/or contractors on the premises after hours.

Mayor McDaniel closed the public hearing at 8:59 p.m.

Moved by Kittle; Seconded by Verbeke.

RESOLVED: To adopt an ordinance to amend Chapter 10, to add Article III Smoking Lounges, on second reading, to be known as Ordinance No. 13-857.

VOTE: Yes: Burmeister, Kittle, Knight, McDaniel, Mitchell, Verbeke

No: Hammond

Motion Carried (6-1)

Resolution No. 13.11.217

14c. Motion – Approve Resolution MDOT/ Squirrel Court

Mr. Grice explained In January 2013, the City was awarded a Transportation Alternatives Program (TAP) Grant in the amount of \$194,589.00; it is the City's intent to combine the \$208,876.00 through TIFA-A, to complete the \$403,465.00 project to implement phase I of the River Walk Master Plan. The goal of the project is to increase pedestrian activity in the area and make it more accessible for pedestrians and bicyclists and include the installation of a transit pull ups. There will be sidewalks on both sides of the road and landscaping similar to what is currently downtown on Auburn Road.

Mr. Knight asked if any of the grading will affect the proposed amphitheatre or the drainage.

Mr. Grice stated it does not.

Moved by Knight; Seconded by Mitchell.

RESOLVED: To approve the attached Resolution (Attachment A), Contract No. 13-5658, Control Section TA 63459, Job No. 119507, between the Michigan Department of Transportation and the City of Auburn Hills.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke

No: None

Motion Carried (7-0)

Resolution No. 13.11.218

15. NEW BUSINESS

15a. Motion – Approve City Council 2014 Meeting Schedule

Ms. Kowal explained as has been Council's position in the past, the Monday night meetings have been changed from the first Monday's of the month because the following days, to the second Monday of the month: 4th of July, Labor Day and the two elections; one in August and the other in November.

Mr. Knight noted there is a scheduled meeting for the day after Easter, which is fine with him. He wanted to point that out for others.

Moved by Verbeke; Seconded by Burmeister.

RESOLVED: To approve the 2014 City Council Meeting Schedule as submitted.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke

No: None

Motion Carried (7-0)

Resolution No. 13.11.219

16. COMMENTS and MOTIONS FROM COUNCIL

Mr. Burmeister:

- Thanked everyone that voted for him and appreciates being on Council and is looking forward to the challenge.
- Asked if a workshop meeting date had yet been considered for oil drilling.

Mr. Auger stated not yet, the City has received one proposal that is being reviewed by staff and legal counsel. It will be presented to Council for discussion when all the information has been compiled.

Mayor McDaniel asked if there would be a meeting to prioritize the workshops for the new Council.

Mr. Auger stated that is correct.

Mr. Beckerleg stated he will contact the Ann Arbor city attorney directly, regarding the oil drilling.

Ms. Hammond:

- Congratulated the new Council Members and looks forward to working together.

Mr. Kittle:

- Regarding the workshop agenda items, there a few that hadn't been completed from the last Council; it might be good to get input and ideas from others.
- Asked if anyone had any idea on how well the golf dome by Great Lakes Crossing is doing. Maybe someone can take a look and let Council know; he too, will look in on them.

Mr. Knight:

- Would like to have a public forum before proposals come in, to learn all there is to know on the subject.
- Regarding the Open Issues Log, he would like that to be an agenda item with a brief report of what is happening with each item.
- Agrees on the difficulty of seeing the paint stripes for parking on Auburn Road, and would like to see a remedy. He will continue to bring the subject up until it has been corrected, suggesting a foot wide by about a foot and a half mark at the end of each parking space.
- Asked for an update of the meeting with MDOT regarding University Drive at I-75.

Mr. Auger stated the City continues to meet with MDOT and there has been some progress made; there may be some funding available through the State. There is nothing solid and the State is in favor of fixing that intersection.

- Complimented the grinding of Squirrel Road, a vast improvement and he hopes next time hand laid concrete work is done, it is thoroughly inspected by the City.

Ms. Verbeke:

- Is asking for the third time about the dip on Joslyn Road and when it might get repaired; it has been over a year since she has requested directional signs be painted on Joslyn Road to direct traffic to the southbound I-75 entrance.

Mr. Auger believes RCOC is looking to put the signs in the pavement with the Joslyn Road paving project.

Mr. Grice stated Mr. Melchert and Mr. Brisson will be talking with the road commission and will give the road commission the specific area of pothole in Joslyn Road, since there are many.

Ms. Verbeke asked if it could be possible to use the Police Department's temporary signs directing traffic to southbound I-75; with an increase of holiday shoppers, it is very confusing and dangerous.

Mr. Auger stated the traffic patterns will be investigated.

Ms. Mitchell:

- She is very appreciative for the opportunity to be sitting on City Council and thankful for the forefathers and foremothers as examples, as Ms. Sendegas noted. She will do everything she can to live up to those examples to the best of her ability.
- She appreciates the recommendations and thoroughness of staff and was comfortable supporting the recommendation of the hookah lounge ordinance. With the proactive approach with the gaming ordinance, she would like to make sure the hookah ordinance may be revisited and adjust the closing time, if warranted.
- She was pleased to see Community Developments blog, Developing Thoughts, to hear a podcast done by Mr. Cohen and Mr. Melchert regarding the EV ordinance.

Mayor McDaniel:

- Congratulated Ms. Mitchell and Mr. Burmeister on their election to City Council as well as the re-election of Mr. Knight, keeping him on Council with all his years of experience and Mr. Kittles' re-election and becoming Mayor Pro Tem.
- Thanked Council for electing him as Mayor.
- Regarding the Council liaisons to the Boards and Commission, he asks that those Council Members continue on those Boards or Commissions until the December 2nd Council meeting.

17. CITY ATTORNEY'S REPORT – none.

18. CITY MANAGER'S REPORT

- Welcomed the new Council Members and congratulated the new Mayor and Mayor Pro Tem.

- Regarding Council workshops, there are six items remaining. The first workshop will discuss the workshops and prioritize the remaining items and add any new issues.

19. ADJOURNMENT

The meeting adjourned at 9:26 pm.

Kevin McDaniel, Mayor

Terri Kowal, City Clerk

Attachment A

RESOLUTION

Be it resolved that

CONTRACT No. 13-5658, Control Section TA 63459, Job Number 119507

By and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

City of Auburn Hills

is hereby accepted.

The following Officials are authorized to sign the said contract:

Peter E. Auger, City Manager

Ronald J. Melchert, Director DPW

Moved by: Council Member Knight

Supported by: Council Member Mitchell

ADOPTED:

AYES: Mayor McDaniel, Mayor Pro Tem Kittle, Council Members Burmeister, Hammond, Knight, Mitchell, Verbeke

NAYES: None

Absent: None

I hereby certify that the forgoing is a true and correct copy of a resolution made and adopted at a regular meeting of the Auburn Hills City Council, on the **EIGHTEENTH DAY of NOVEMBER 2013**.

Signed _____

Terri Kowal, City Clerk, City of Auburn Hills



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

1983

DECEMBER 2, 2013

AGENDA ITEM NO. 5A.
MAYOR'S OFFICE

To: City Council
From: Mayor Kevin McDaniel
Submitted: November 25, 2013
Subject: Motion – Confirming Appointments of City Council Members to Board and Commissions.

INTRODUCTION AND HISTORY

Please consider confirming the following appointment/reappointment:

Name	Board
John Burmeister	Tax Incentive Review Committee; Sister City Committee
Maureen Hammond	Public Safety Advisory Committee
Bob Kittle	Retiree Health Care Board & Pension Board; Economic Development Authority
Henry Knight	Zoning Board of Appeals; Brownfield Redevelopment Authority
VeRonica Mitchell	Planning Commission; Sister City Committee
Cheryl Verbeke	Beautification Advisory Commission; Sister City Committee
Kevin McDaniel	Retiree Health Care & Pension Board

MOTION

Move to confirm the appointment of City Council Members John Burmeister to the Tax Incentive Review Committee and the Sister City Committee; Maureen Hammond to the Public Safety Advisory Committee; Bob Kittle to the Retiree Health Care & Pension Board and the Economic Development Authority; Henry Knight to the Zoning Board of Appeals and Brownfield Redevelopment Authority; VeRonica Mitchell to the Planning Commission and Sister City Committee; Cheryl Verbeke to the Beautification Advisory Commission and Sister City Committee; Kevin McDaniel to the Retiree Health Care & Pension Board.



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

1983

DATE: DECEMBER 2, 2013

AGENDA ITEM NO. 7A.1.



Approved
**CITY OF AUBURN HILLS
BEAUTIFICATION ADVISORY COMMISSION**

October 16, 2013

CALL TO ORDER Chairperson Foster called the meeting to order at 6:02pm

ROLL CALL

Present: Ormsbee, Yoskovich, Brockelbank, Lewis, Foster,
Hogan & McDaniel
Also Present: Elizabeth Brennan
Executive Assistant, Community Development
Absent: None
Guests: Susan Suter, Sound Wave Music and Arts
Brandon Guest, City Manager's Office

LOCATION City Council Conference Room 2nd Floor
1827 N. Squirrel, Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD – None

CORRESPONDENCE - None

APPROVAL OF MINUTES

Ms. Yoskovich moved to approve the minutes of September 18, 2013.
Supported by Mr. Brockelbank

VOTE:

Yes: Ormsbee, Yoskovich, Foster, Hogan, Lewis, Brockelbank, McDaniel
No: None

Motion Carried (7-0)

NEW BUSINESS

Downtown Merchants Association – Planter Purchase

As a follow up to meetings with City Staff, Susan Suter presented research, photos and quotes for planters to the Commission and described how the purchase fits into the future streetscape plan for Downtown.

Mr. Foster moved to purchase planters as presented with total price not to exceed \$800.00.

VOTE:

Yes: Ormsbee, Yoskovich, Foster, Hogan, Lewis, Brockelbank, McDaniel

No: None

Motion Carried (7-0)

OLD BUSINESS

Budget Review – All purchases for the awards dinner are now reflected in the account balance. The planter purchase approved tonight will change our final budget number which will be reported at the November meeting.

Home Improvement Expo – Program to be tabled until more research can be done on a similar program in close proximity to Auburn Hills.

OPEN DISCUSSION

A final meeting will be held November 19, 2013 at 6:00pm

CONFIRMATION OF NEXT MEETING

The next scheduled meeting is November 19, 2013.

ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

Respectfully Submitted,
Elizabeth Brennan



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

1983

DATE: DECEMBER 2, 2013

AGENDA ITEM NO. 7B.

To: Mayor and City Council
From: Peter E. Auger, City Manager; Will Cagle, Director of IT Department
Submitted: November 26, 2013
Subject: Motion: Approve the proposed City-wide upgrade from Microsoft Office Professional Plus 2007 to Microsoft Office Standard 2013

INTRODUCTION AND HISTORY

The 2013 Approved Budget includes \$62,700 to upgrade the outdated Microsoft Office Professional Plus 2007 software with Microsoft Office Standard 2013. The current City Microsoft Office software is close to 7 years old and two releases behind the current version.

Microsoft Office 2013 has important new features which will help prepare the City of Auburn Hills to adapt to changing technologies. It now is programmed to respond to touch-screens as naturally as it does with a keyboard and mouse. The City has a limited amount of touch-screens now, but with the way technology is going touch-screens will soon become a standard feature (similar to how wireless cards in laptops are now.) This feature also goes hand-in-hand with having a more tablet friendly interface, putting tablets one step closer to eventually replacing laptops. The new Office is also designed to work with the Cloud (with SkyDrive and SharePoint, in particular.) With Cloud pricing getting more and more affordable it won't be long before Cloud storage becomes more prominent in the City's Network. Office 2013 also has the ability to edit PDF files, which will save the City having to purchase future Adobe Writer licenses; our current solution editing PDF's.

We plan to purchase the software from CDW-G who offers pricing under **National IPA** that discounts from the normal price list by a substantial percentage (similar to GSA pricing.) National IPA (www.nationalipa.org) is a cooperative purchasing organization that is open to participation by local municipalities. In accordance with our purchasing ordinance, Chapter 2, sec. 2-215 of the City of Auburn Hills Code of Ordinances, cooperative purchasing under National IPA is an authorized method of competitive bidding. *The agent shall have the authority to join with other units of government in cooperative purchasing plans when the best interests of the city would be served thereby.*

The proposed purchase from CDW-G will provide 180 licenses of Microsoft Office Standard 2013 for \$48,292.20 and 15 licenses of Microsoft Access 2013 for \$2,026.50, bringing the total project cost to \$50,318.70, which is \$12,381.30 under budget.

STAFF RECOMMENDATION

Staff recommends the purchase the Microsoft Office 2013 upgraded software from CDW-G for a total \$50,318.70

MOTION

Move to approve the purchase the Microsoft Office Standard 2013 upgraded software from CDW-G in the amount of \$50,318.70.

I CONCUR: Thomas A. Tanghi on behalf of _____
PETER E. AUGER, CITY MANAGER



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DRXX177	6399385	9/17/2013

BILL TO:
 CITY OF AUBURN HILLS
 1827 N SQUIRREL RD

SHIP TO:
 CITY OF AUBURN HILLS
 Attention To: WILL CAGLE
 1827 N SQUIRREL RD

Accounts Payable
 AUBURN HILLS , MI 48326-2753

AUBURN HILLS , MI 48326-2753
 Contact: WILL CAGLE 248.321.4389

Customer Phone #248.370.9400

Customer P.O. # DRXX177 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
TONY HERRING		ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
180	2894845	MS SLD OFFICE STD 2013 Mfg#: 021-10293 Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	268.29	48,292.20
15	2894849	MS SLD ACCESS 2013 Mfg#: 077-06705 Contract: National IPA Technology Solutions 130733 Electronic distribution - NO MEDIA	135.10	2,026.50
SUBTOTAL				50,318.70
FREIGHT				0.00
TAX				0.00

US Currency

TOTAL 50,318.70

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

Fax: 312.752.3542

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



Information Technology Solutions,
including desktops, notebooks, servers, software, peripherals and services
Executive Summary

Lead Agency: City of Tucson, AZ
RFP Issued: January 22, 2013
Date Open: February 19, 2013

Solicitation: RFP #130733
Pre-Proposal Date: January 29, 2013
Proposals Received: 4



Awarded to:

The City of Tucson, AZ Department of Procurement issued RFP #130733 on January 22, 2013, to establish a national cooperative contract for informational technology solutions.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- Hawaii Tribune–Herald, HI
- Daily Journal of Commerce, OR
- Times Union, NY
- The State, SC
- The Olympian, WA
- National IPA website

On February 19, 2013, proposals were received from the following offerors:

- Intertech
- En Pointe Tech
- GBH Communications
- CDW Government

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee discussed the relative strengths and weaknesses of the proposals, scored and ranked the proposals. As a result, the committee recommended entering into exclusive negotiations with the intent to award to the top ranked firm, CDW Government.

The City of Tucson, AZ, and CDW Government successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of August 18, 2013.



Contract includes:

A comprehensive product and service offering including desktops, notebooks, servers, software, peripherals, cloud computing, consulting/analysis, design, technical support, leasing/financing, trade-ins, repair, configuration/system configurations, implementation, training, maintenance, installation, system testing, upgrades, and imaging.

Term:

Initial one year agreement from August 18, 2013 through August 17, 2014, with option to renew for four (4) additional one-year periods through August 17, 2018.

Pricing/Discount:

Discount off product categories with an additional 2% discount on Hewlett Packard products.

City of Tucson

Contract

For

Informational Technology Solutions

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

With

CDW Government LLC

Effective: **August 18, 2013**

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

- I. Signed Offer and Acceptance
- II. Final Negotiated Terms and Conditions
- III. CDW-G's Response to the Request for Proposal
- IV. The Terms and Conditions of the Request for Proposal, incorporated by reference

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

CDW Government LLC
Company Name


Name: Larissa Newman

230 N Milwaukee Ave
Address

Title: Proposal Specialist

Vernon Hills IL 60061
City State Zip

Phone: 866.259.0569


Signature of Person Authorized to Sign

Fax: 312.752.4078

Tara K. Barbieri
Printed Name

E-mail: larinew@cdw.com

Director, of Program Sales
Title


ACCEPTANCE OF OFFER

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

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

CITY OF TUCSON, a municipal corporation

Awarded this 30 day of May, 2013.


As Tucson City Attorney and not personally

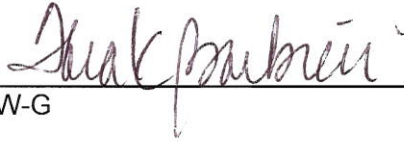

Marcheta Gillespie, C.F.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

Negotiated Terms and Conditions

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

Concurrence: _____

CDW-G



Date

10 May 2013

Scope of Work

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

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

Special Terms and Conditions

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

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

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

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

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

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

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

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

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

Standard Terms and Conditions

- 1. ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
- 2. AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
- 3. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
- 4. APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
- 5. ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
- 6. CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
- 7. CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
- 8. CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any of its rubbish from the premises and all tools, scaffolding, equipment and materials that are the property of the Contractor. Upon completion of the repair, the Contractor shall leave the work and premises in the same condition as before thw work began, excepting normal wear and tear.
- 9. COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
- 10. CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Infringement Indemnity by Contractor

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

Additional Obligation of Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF TUCSON

Information Technology Solutions including desktops,
notebooks, servers, software, peripherals and services

RFP# 103733

February 19th, 2013



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

ORIGINAL





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

Phone: 847.465.6000
Fax: 847.419.6200
Toll-free: 800.808.4239

CDWG.com/PeopleWhoGetIT

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

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

Dear Mr. Daou,

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

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

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

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

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

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

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

Sincerely,

Tara K. Barbieri
Director, Program Sales

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Tab One



Offer and Acceptance Form

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.

For clarification of this offer, contact:

CDW Government LLC
Company Name

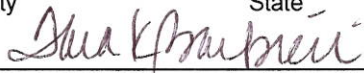
Name: Larissa Newman

230 N Milwaukee Ave
Address

Title: Proposal Specialist

Vernon Hills IL 60061
City State Zip

Phone: 866.259.0569


Signature of Person Authorized to Sign

Fax: 312.752.4078

Tara K. Barbieri
Printed Name

E-mail: larinew@cdw.com

Director, of Program Sales
Title

ACCEPTANCE OF OFFER

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

CITY OF TUCSON, a municipal corporation

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

Awarded this _____ day of _____, 2013.

As Tucson City Attorney and not personally

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

Tab Two



Amendment

CITY OF TUCSON DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 130733

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

AMENDMENT NO. 1 (ONE)

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

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

ND/swb

REQUEST FOR PROPOSAL AMENDMENT

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

REQUEST FOR PROPOSAL NO. 130733
RFP AMENDMENT NO. 1 (ONE)
PAGE NO. 1 OF 3
RFP DUE DATE: FEBRUARY 19, 2013
RESPONSIBLE CONTRACT OFFICER: NATHAN DAOU

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

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

1. The Proposal Due Date is hereby changed to February 19, 2013 at 4:00 PM Local Arizona Time.
2. Representatives from the following firms were in attendance at the Pre-Proposal Conference on January 29, 2012:

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

3. Requests have been made to have the RFP document in Microsoft Word format, as opposed to Adobe PDF format. Therefore, the RFP document in Microsoft Word format is hereby attached to this amendment.
4. The first sentence of the second paragraph of Paragraph 5 (Pricing) of the Scope of Work section is hereby replaced with the following sentence:

"Price discounts will be evaluated by applying the Vendor's discount to the prices listed on the verifiable price index."
5. Attachment A, the Revised Sample Items List is hereby replaced with the attached REVISED Attachment A. Offerors should fill out the REVISED Attachment A instead of the original Attachment A.
6. **CLARIFICATIONS:** The following questions have been received by the City. The questions, along with the City's responses are provided below:

Q: Is it acceptable to add lines to the price page under Group 11 (Services) to list hourly rates?

A: Yes.

REQUEST FOR PROPOSAL AMENDMENT

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

REQUEST FOR PROPOSAL NO. 130733
RFP AMENDMENT NO. 1 (ONE)
PAGE NO. 2 OF 3
RFP DUE DATE: FEBRUARY 19, 2013
RESPONSIBLE CONTRACT OFFICER: NATHAN DAOU

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

- Q:** National IPA Exhibit A (“National IPA Response for National Cooperative Contract”), which is part of Attachment B to the RFP, states in Paragraph 3.3.B.iv that Supplier must provide a commitment to attend and participate with National IPA at national and supplier-specific trade shows, conferences and meetings. Do we have to participate in all meetings? If so, what are the event dates, details?
- A:** National IPA and the awarded supplier(s) will work together to develop a marketing and communication strategy that is mutually agreed upon by both parties. The strategy will include identification of trade shows, conferences, meetings that will be beneficial to promotion of the awarded agreement. It is the expectation of National IPA that the awarded supplier(s) trade show strategy plan will include attendance and exhibition at the NIGP Annual Forum and NPI Annual Conference throughout the term of the agreement. Regional conferences and industry-specific events will be discussed and agreed upon during marketing strategy planning after the award is made.

- Q:** National IPA Exhibit A (“National IPA Response for National Cooperative Contract”), which is part of Attachment B to the RFP, states in Paragraph 3.3.B.vi that the Supplier must provide a plan for the design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement. Please elaborate on what will minimally be expected of the Supplier in regards to this item.
- A:** National IPA and the awarded supplier(s) will work together to develop a marketing and communication strategy that is mutually agreed upon by both parties. The strategy will include identification of advertising opportunities that will be beneficial to promotion of the awarded agreement. It is the expectation of National IPA that the awarded supplier(s) will include advertising as part of the overall marketing strategy in order to promote the awarded agreement.

- Q:** National IPA Exhibit A (“National IPA Response for National Cooperative Contract”), which is part of Attachment B to the RFP, states in Paragraph 3.3.K that the Supplier must state the amount of your company’s Public Agency sales for the previous fiscal year, and that the Supplier must provide a list of your top 10 Public Agency customers. For this, is National IPA looking for any government client? What if a supplier does not have a way to segment our combined sales by vertical type?
- A:** If a supplier does not have a way to segment their combined sales by vertical type, then the supplier should provide a total sales amount for all public agencies combined. National IPA is trying to understand the supplier's current sales in the public agency sector.

REQUEST FOR PROPOSAL AMENDMENT

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

REQUEST FOR PROPOSAL NO. 130733
RFP AMENDMENT NO. 1 (ONE)
PAGE NO. 3 OF 3
RFP DUE DATE: FEBRUARY 19, 2013
RESPONSIBLE CONTRACT OFFICER: NATHAN DAOU

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

THIS PAGE LEFT BLANK INTENTIONALLY

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

Tara K Barbieri 02/13/2013
Signature Date
Tara K. Barbieri/Director, Program Sales
Typed Name and Title

CDW Government LLC
Company Name
230 N Milwaukee Ave
Address
Vernon Hills IL 60061
City State Zip

revised 2/99

Tab Three



Copy of RFP
Document

CITY OF TUCSON REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 130733
PROPOSAL DUE DATE: FEBRUARY 12, 2013 AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: INFORMATION TECHNOLOGY SOLUTIONS
INCLUDING DESKTOPS, NOTEBOOKS,
SERVERS, SOFTWARE, PERIPHERALS, AND
SERVICES

PRE-PROPOSAL CONFERENCE DATE: JANUARY 29, 2013
TIME: 11:00 A.M., LOCAL AZ TIME
LOCATION: CITY HALL, ATTORNEY'S CONFERENCE ROOM
255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: NATHAN DAOU
TELEPHONE NUMBER: (520) 837-4136
nathan.daou@tucsonaz.gov

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

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

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

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

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

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

ND/swb

PUBLISH DATE: JANUARY 22, 2013

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 130733
PROPOSAL DUE DATE: FEBRUARY 12, 2013 AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: INFORMATION TECHNOLOGY SOLUTIONS
INCLUDING DESKTOPS, NOTEBOOKS,
SERVERS, SOFTWARE, PERIPHERALS, AND
SERVICES

PRE-PROPOSAL CONFERENCE DATE: JANUARY 29, 2013
TIME: 11:00 A.M., LOCAL AZ TIME
LOCATION: CITY HALL, ATTORNEY'S CONFERENCE ROOM
255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: NATHAN DAOU
TELEPHONE NUMBER: (520) 837-4136
nathan.daou@tucsonaz.gov

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

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

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

****ALERT****

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ND/swb

PUBLISH DATE: JANUARY 22, 2013

INTRODUCTION

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

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

NATIONAL CONTRACT REQUIREMENTS

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

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

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

SCOPE OF WORK

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

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

2. **ORDERING:** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
 - a. Online
 - b. Telephone
 - c. Fax
 - d. Email
3. **DELIVERY REQUIREMENT:** Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.
4. **SCOPE OF PRODUCTS:** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
 - a. **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier vendors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
 - b. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. **High End Workstation:** These will be used by application developers using GIS, CASE or other high level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. **Laptop Computer or Notebook:** These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Vendors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- f. **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
- g. **Computer and Network Products and Peripherals:** Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
- h. **Services:** Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training and maintenance, etc. In addition, services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc..

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

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

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

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

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

- 6. AWARD:** It is the City's intention that a single or limited number of awards will be made under this solicitation.
- 7. DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

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

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

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

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

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 5 copies (6 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit two electronic copies of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

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

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

- 25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

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

- A. Method of Approach
- B. Price
- C. Qualifications and Experience
- D. Technology

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

A. Method of Approach

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

- a. Is online support available?
 - b. Is phone support available?
 - c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
 - d. How are problems resolved?
 - e. What are the location and hours of your call centers?
 - f. What response time is guaranteed when a customer service request is made?
 - g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?
11. Describe the warranty period of products. Submit information on your warranty program.
12. Describe how your firm will notify customers of new products.
13. Describe how your firm notifies customers of discontinued products?
14. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.
15. Describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.
16. Describe what other services you offer that would be applicable to this contract (e.g., leasing/financing, services, maintenance, implementation, design, analysis, training, repair, etc.)

B. Price Proposal

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

C. Qualifications and Experience

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

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitations. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.
7. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.
8. Provide information regarding if your organization ever failed to complete any work awarded.
9. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

D. Technology

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
 - a. to search for products
 - b. to find alternate products (if a certain product is not available)
 - c. to perform side-by-side price comparison of products
 - d. to order products
 - e. to order products in advance (i.e., how far in advance of required delivery date can an order be placed?)
 - f. to track order status, to include backordered items
 - g. to determine when an item was received and who received it
 - h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
 - i. to create approval paths/levels for orders, to include creating an approval path for restricted items
 - j. to create a "favorites" list or other personalized list of frequently ordered items
 - k. to create a "shared" list for an agency to use
 - l. to obtain online customer service
 - m. to receive online training
 - n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
 - o. to track their budget for purchases
 - p. to generate reports
2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.
3. Describe any national awards and/or other recognition that your website has received.
4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?
5. Does your website offer real time product availability?
6. Does your website offer order size incentives? For example, if an order reaches a certain amount, is there a discount that is offered and, if so, how is that conveyed to the customer?
7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

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

III. GENERAL

A. Shortlist:

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

B. Interviews:

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

C. Additional Investigations:

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

D. Prior Experience:

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

E. Multiple Awards:

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

SPECIAL TERMS AND CONDITIONS

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

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

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

- 2. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 3. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
- 4. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
- 5. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 6. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

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

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

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

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

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

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

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

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

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

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

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

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

Group 1 Systems

- | | | |
|----|---|---------|
| 1. | Desktops | _____ % |
| 2. | Notebooks | _____ % |
| 3. | Tablets | _____ % |
| 4. | Servers (1 Processor, 2, Processor, 4+Processor, Blade, Tower, Unix, Handhelds, etc.) | _____ % |

Group 2 Input Devices

- | | | |
|-----|------------------------|---------|
| 5. | Keyboards | _____ % |
| 6. | Mice | _____ % |
| 7. | Imaging Scanners | _____ % |
| 8. | POS Scanners | _____ % |
| 9. | Pointing Devices | _____ % |
| 10. | Bar Code Readers | _____ % |
| 11. | Audio Input | _____ % |
| 12. | Input Adapters | _____ % |
| 13. | PC and Network Cameras | _____ % |
| 14. | Input Cables | _____ % |
| 15. | Input Accessories | _____ % |

Group 3 Output Devices

- | | | |
|-----|--------------------------------|---------|
| 16. | Displays | _____ % |
| 17. | Printers | _____ % |
| 18. | Inkjet Printers | _____ % |
| 19. | Inkjet Photo Printers | _____ % |
| 20. | Laser Printers | _____ % |
| 21. | Label Printers | _____ % |
| 22. | Dot Matrix Printers | _____ % |
| 23. | Multi-Function Printers | _____ % |
| 24. | Wide Format Printers | _____ % |
| 25. | Multi-Function Inkjet Printers | _____ % |
| 26. | Wide Format Printers | _____ % |
| 27. | Fax Machine Printers | _____ % |
| 28. | Printer Accessories | _____ % |
| 29. | Projectors | _____ % |
| 30. | Projector Accessories | _____ % |
| 31. | Audio Input | _____ % |
| 32. | Video Cards | _____ % |
| 33. | Sound Cards | _____ % |
| 34. | Output Accessories | _____ % |
| 35. | Printer Consumables | _____ % |

ITEM NO. PRICING GROUP

DISCOUNT OFF VERIFIABLE PRICE INDEX

Group 4 Memory

36.	Desktop	_____	%
37.	Flash	_____	%
38.	Networking	_____	%
39.	Notebook	_____	%
40.	Printer/Fax	_____	%
41.	Server	_____	%

Group 5 Storage Devices

42.	Adapters Fibre Channel	_____	%
43.	Adapters FireWire/USB	_____	%
44.	Adapters IDE/ATA/SATA	_____	%
45.	Adapters RAID	_____	%
46.	Adapters SCSI	_____	%
47.	Bridges & Routers	_____	%
48.	Disk Arrays	_____	%
49.	Disk Arrays JBOD	_____	%
50.	Drives Magneto-Optical	_____	%
51.	Drives Removable Disk	_____	%
52.	Fiber Channel Switches	_____	%
53.	Hard Disks External	_____	%
54.	Hard Disks Fibre Channel	_____	%
55.	Hard Disks IDE/ATA/S	_____	%
56.	Hard Disks Notebook	_____	%
57.	Hard Disks SCSI	_____	%
58.	Networking Accessories	_____	%
59.	Optical Drives CD-RO	_____	%
60.	Optical Drives CD-RW	_____	%
61.	Optical Drives DVD/C	_____	%
62.	Optical Drives DVD-R	_____	%
63.	Storage Accessories	_____	%
64.	Storage NAS	_____	%
65.	Storage SAN	_____	%
66.	Tape Autoloaders AIT	_____	%
67.	Tape Autoloaders DAT	_____	%
68.	Tape Autoloaders DLT	_____	%
69.	Tape Autoloaders LTO	_____	%
70.	Tape Drives 4mm	_____	%
71.	Tape Drives 8mm/VXA	_____	%
72.	Tape Drives AIT	_____	%
73.	Tape Drives DAT	_____	%
74.	Tape Drives DLT	_____	%
75.	Tape Drives LTO/Ultrium	_____	%
76.	Tape Drives SDLT	_____	%
77.	Tape Drives Travan	_____	%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
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Group 6 Network Equipment

78.	10/100 Hubs & Switch	_____ %
79.	Bridges and Routers	_____ %
80.	Gigabit Hubs & Switches	_____ %
81.	Concentrators and Multiplexers	_____ %
82.	Hardware Firewalls	_____ %
83.	Intrusion Detection	_____ %
84.	KVM	_____ %
85.	Modems	_____ %
86.	Network Test Equipment	_____ %
87.	Network Adapters	_____ %
88.	Network Cables	_____ %
89.	Network Accessories	_____ %
90.	Repeaters and Transceivers	_____ %
91.	Wireless LAN Accessories	_____ %
92.	Token Authentication	_____ %
93.	10G Fiber Optic Transceivers	_____ %
94.	1G Fiber Optic Transceivers	_____ %

Group 7 Software

95.	Licensing Packages (i.e., Microsoft Open Value, Microsoft EES)	_____ %
96.	Licensing Backup	_____ %
97.	Licensing Barcode/OC	_____ %
98.	Licensing Business Application	_____ %
99.	Licensing CAD/CAM	_____ %
100.	Licensing Cloning	_____ %
101.	Licensing Computer Services	_____ %
102.	Licensing Database	_____ %
103.	Licensing Development	_____ %
104.	Licensing Entertainment	_____ %
105.	Licensing Financial	_____ %
106.	Licensing Flow Chart	_____ %
107.	Licensing Graphic Design	_____ %
108.	Licensing Handheld	_____ %
109.	Licensing Network OS	_____ %
110.	Licensing OS	_____ %
111.	Licensing Personal Organization	_____ %
112.	Licensing Presentation	_____ %
113.	Licensing Reference	_____ %
114.	Licensing Report Analysis	_____ %
115.	Licensing Spreadsheet	_____ %
116.	Licensing Utilities	_____ %
117.	Licensing Warranties	_____ %
118.	Licensing Web Development	_____ %
119.	Licensing Word Processing	_____ %
120.	Software Backup	_____ %
121.	Software Barcode/OCR	_____ %
122.	Software Business Application	_____ %
123.	Software CAD/CAM	_____ %
124.	Software Cloning	_____ %
125.	Software Computer Services	_____ %
126.	Software Database	_____ %

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
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Group 7 Software Continued

127.	Software Development	_____ %
128.	Software Entertainment	_____ %
129.	Software Financial	_____ %
130.	Software Flow Chart	_____ %
131.	Software Graphic Design	_____ %
132.	Software Handheld	_____ %
133.	Software OS	_____ %
134.	Software Personal Organization	_____ %
135.	Software Presentation	_____ %
136.	Software Reference	_____ %
137.	Software Report Analysis	_____ %
138.	Software Spreadsheet	_____ %
139.	Software Utilities	_____ %
140.	Software Warranties	_____ %
141.	Software Web Development	_____ %
142.	Software Word Processing	_____ %

Group 8 Media Supplies

143.	Media 4mm Tape	_____ %
144.	Media AIT Tape	_____ %
145.	Media DAT Tape	_____ %
146.	Media DLT Tape	_____ %
147.	Media LTO/Ultrium Tape Drive	_____ %
148.	Media Magneto-Optical	_____ %
149.	Media Optical	_____ %
150.	Media SLR Tape	_____ %
151.	Media Travan Tape	_____ %
152.	Media VXA Tape	_____ %
153.	Media Zip	_____ %

Group 9 Collaboration and IP Telephony

154.	IP Phones	_____ %
155.	Video Conferencing products	_____ %
156.	Voice Gateways/Servers	_____ %
157.	Headsets	_____ %
158.	Audio conferencing products	_____ %
159.	Analog phones	_____ %
160.	accessories	_____ %

Group 10 Other

161.	Advanced Integration	_____ %
162.	Asset Disposal	_____ %
163.	Asset Management	_____ %
164.	Cables	_____ %
165.	Cables Custom	_____ %
166.	Cables Printer	_____ %
167.	Complex Warranties	_____ %
168.	Desktop Accessories	_____ %
169.	Display Accessories	_____ %
170.	Electronic Services	_____ %
171.	Handheld Accessories	_____ %
172.	Imaging Accessories	_____ %

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
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Group 10 Other continued

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

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

195.	Design and Analysis	_____ %
196.	Configuration	_____ %
197.	Implementation	_____ %
198.	Installation	_____ %
199.	Training	_____ %
200.	Maintenance and Support	_____ %
201.	Additional Services Offered	_____ %

(On a separate page list the additional services offered and their applicable discount)

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

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

CITY OF TUCSON, a municipal corporation

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

Awarded this _____ day of _____, 2013.

As Tucson City Attorney and not personally

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

ATTACHMENTS

ATTACHMENT A – Sample Items List

ATTACHMENT B – National IPA Exhibits

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ATTACHMENT A: SAMPLE ITEMS LIST

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

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

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

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

ATTACHMENT B



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

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

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

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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

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

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

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

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

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

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

1.2 Marketing and Administrative Support

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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

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

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

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

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

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

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

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

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

1.3 Estimated Volume

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

1.4 Award Basis

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

1.5 Objectives of Cooperative Program

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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

2.3 Sales Commitment

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

3.0 SUPPLIER QUALIFICATIONS

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

3.1 Company

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

3.2 Distribution, Logistics

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

3.3 Marketing and Sales

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - ii. Announcement, contract details and contact information published on the company website within first 30 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - viii. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
 - i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

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

RECITALS

WHEREAS, the _____ (herein “Principal Procurement Agency”) has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), for the purchase of _____ (herein “Product”);

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

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

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

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

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

DEFINITIONS

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT
TERMS AND CONDITIONS**

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

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

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

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

TERM OF AGREEMENT

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

NATIONAL PROMOTION

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

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

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

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

MONTHLY REPORTING & FEES

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

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

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

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

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

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

GENERAL PROVISIONS

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

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

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

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

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

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

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

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

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

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

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

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

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

Nationwide:

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

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

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

Certain Public Agencies and Political Subdivisions:

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

- BAKER CITY GOLF COURSE, OR
- CITY OF ADAIR VILLAGE, OR
- CITY OF ASHLAND, OR
- CITY OF AUMSVILLE, OR
- CITY OF AURORA, OR
- CITY OF BAKER, OR
- CITY OF BATON ROUGE, LA
- CITY OF BEAVERTON, OR
- CITY OF BEND, OR
- CITY OF BOARDMAN, OR
- CITY OF BOSSIER CITY, LA
- CITY OF BURNS, OR
- CITY OF CANBY, OR
- CITY OF CANYONVILLE, OR
- CITY OF CLATSKANIE, OR

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS
Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

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

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA

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

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

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

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS
Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

K-12 including but not limited to:

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS
Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

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

Higher Education

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

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

State Agencies

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS
Exhibit E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

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

Tab Four



A. Method of Approach

Response to
National IPA
Cooperative
Contract

A. Method of Approach

Response to National IPA Cooperative Contract

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

3.0 SUPPLIER QUALIFICATIONS

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

3.1 Company

- A. Brief history and description of your company.

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

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

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

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

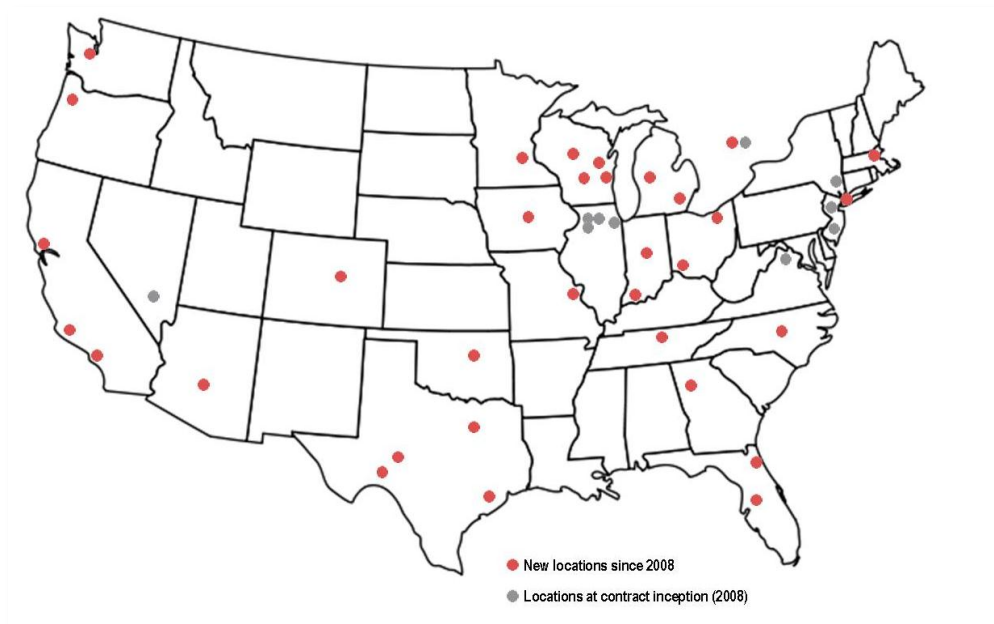
Our intricate offering coupled with our customer-centric business model, is the reason for our success. A testament to this success is our continued upward sales trend, combined sales of products and services to both public agencies and commercial business totaled over ten billion dollars in 2012.

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - I. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

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

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

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



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

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

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

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

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

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

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



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

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

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - I. Creation and distribution of a co-branded press release to trade publications within first 10 days

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

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

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

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

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

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

Software update | View in your web browser

CONTRACT OFFERINGS. NATIONAL IPA CDW•G PEOPLE WHO GET IT

GET SOFTWARE THAT DOES MORE.

Wherever your organization goes, your software must be able to keep up.

Every day we help thousands of organizations find and implement the software solutions that make the most sense for their needs. From maximizing productivity to keeping networks – and users – happy, we have what you need.

Plus, you always get CDW•G's account management team and a pre-competed, publicly awarded National IPA cooperative contract (#083052) that includes all accessories and services for an end-to-end solution.

CHECK OUT THESE PARTNER SOLUTIONS

<p>Symantec</p> <p>Symantec™ Backup Exec™ 2012</p> <p>Upgrade License With one-year Essential Support¹</p> <p>\$397.99¹</p> <p>Buy Now</p>	<p>Microsoft</p> <p>Windows Server 2012</p> <p>New Version</p> <p>Microsoft® Windows Server® 2012 Standard</p> <p>Open License Government²</p> <p>\$698.24¹</p> <p>Buy Now</p>	<p>Adobe</p> <p>Adobe® Acrobat® X Suite</p> <p>Discover the power of Acrobat® and Photoshop® to create exceptional PDF experiences</p> <p>AVL CLP Level 1, Full license³</p> <p>\$1050.36</p> <p>Buy Now</p>	<p>Adobe</p> <p>Adobe Creative Suite® 6 Design & Web Premium</p> <p>Deliver innovative ideas for print, web, tablets and smartphones</p> <p>AVL CLP Level 1, Full license³</p> <p>\$1754.59</p> <p>Buy Now</p>
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For a complete list of available products and services or for details on CDW•G's National IPA contract pricing, please contact your dedicated account manager at **800.808.4239** or visit CDW.com/nationalipasolutions

STAY IN TOUCH

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

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

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

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

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

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

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

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

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

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


Announcements and events
Catch up on current CDW•G happenings.

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

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

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

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

Contract #083052 

High Visibility. Spreading awareness through a variety of publications.

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

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

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



Search for...

Information Technology Solutions Agreement



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

Logo and Contract Description

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

FEATURED PRODUCTS



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

[Add to Cart](#)



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

[Add to Cart](#)



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

[Add to Cart](#)



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

[Add to Cart](#)



Cisco Unified IP Phone 7942G
IP Phone 7942G
National IPA Technology Solutions \$334.55

[Add to Cart](#)



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

[Add to Cart](#)

CONTRACTS

Search within your contracts: [Search](#)

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

Summary of Products and Pricing

LINKS OF INTEREST

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

Link to Register, Contract, RFP, and Marketing Materials

CONTACTS



Derrick Graff - In Account Manager
Phone: (866) 339-7079
[Email](#)



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



Wilson Garcia - In Program Manager - Sales
Phone: (877) 325-8223
[Email](#)

Dedicated Contacts with toll free number and email



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

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

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

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

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

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

Logos & Guidelines

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

Logo Usage Guidelines

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

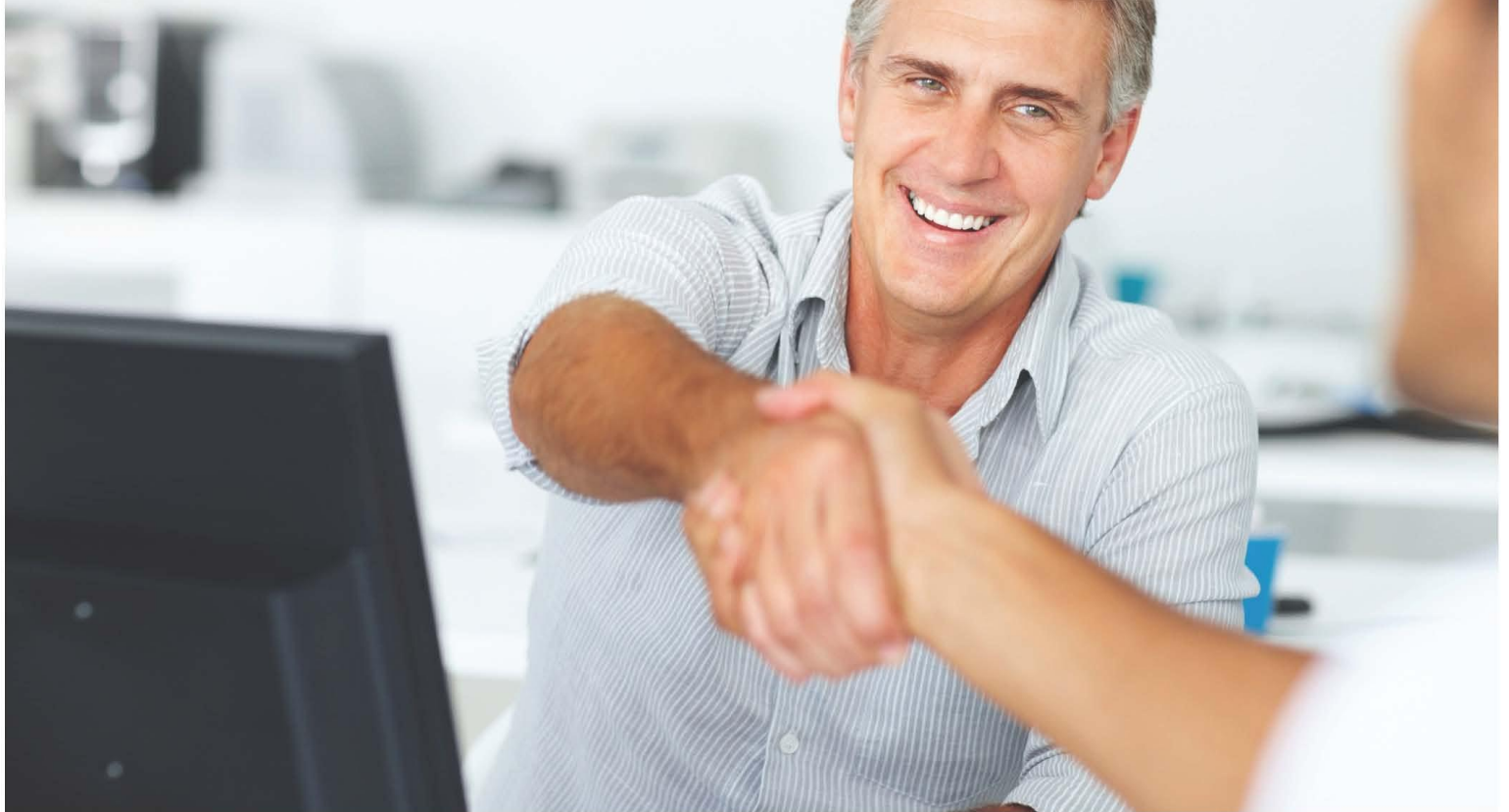
1. You may use the logo(s) only in the exact form provided by CDW and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or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

7. At CDW's direction, you will immediately remove the logo(s).
 8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW.
 9. CDW disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW from and against any and all claims and liabilities arising out of your use of the logo(s).
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- I. Master Agreement was competitively solicited by a Principal Procurement Agency
 - II. Best government pricing
 - III. No cost to participate
 - IV. Non-exclusive contract

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

ALL YOUR I.T. NEEDS ON ONE AGREEMENT

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



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

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

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

Information Technology Solutions Contract # 083052

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





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

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

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

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

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

Marketing	Sales & Support	Financial Reporting	Contracts
<p>Denise Cushaney Sr. Manager – Segment Marketing</p> <p>denicus@cdw.com</p>	<p>Pat O’Brien Sales Manager</p> <p>patobri@cdwg.com</p>	<p>Wilson Garcia Program Manager</p> <p>wilsgar@cdw.com</p>	<p>Tara Barbieri Director, Program Sales</p> <p>tara@cdwg.com</p>
			

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

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

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

CDW•G divides our Account Teams by the following segments:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CDW•G sales for 2012 totaled \$4.02 Billion, an increase of 7.1% from the previous year. While we cannot provide the

\$4.02 Billion
2012 CDW•G Sales

requested top 10 Public Agency customers, we provide the top customers from the current contract, based on spend since January 2011. We respect the privacy of our customers, and thus provided spend and contact information separately in a confidential file for those customers willing to be utilized as a reference.

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

Customer	Spend (in Millions)	Contact	Contact Info
Clark County, NV			
Hillsborough County, FL			
Orange County, CA			
Jacksonville, FL			
University of Arizona, AZ			
Collier County, FL			
Lee County, FL			
Loyola University, IL			
Atlanta, GA			
Miami Dade County, FL			

Provided separately in a confidential file

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

CDW•G accepts payment through:

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

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

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

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

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

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

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



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

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

- I. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
- II. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- III. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

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

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

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

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

Tab Five



A. Method of Approach

(Continued)

A. Method of Approach (Continued)

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

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

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

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

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



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



**NEED CUSTOMIZED TECHNOLOGY?
WE HAVE A PARTNER FOR THAT.**

2Wire
3Dconnexion
3Dlabs
3M
4XEM
A
Absolute Software
Access Data
ACD Systems
Acer America
Acronis
Actiontec Electronics
ActivePDF
Adaptec
ADC
Telecommunications
Addonics
Adesso
Adobe
ADS Technologies
ADTRAN
Advanced Media
Services
Aec Software
AeroScout
Aiptek
Air Magnet
Aitech

Aladdin Knowledge
Systems
Alcatel Internetworking
Alera Technologies
Alk Associates
Allied Telesyn
Alsoft Software
Altec Lansing
Altova
Aluratek
Amazon
Ambir Technology
AMD
American
Microsystems
AMP Modems
AMPHENOL
Andrea Products
Antec
AOpen
APC
APG
Apple (government
only)
Apricorn
APRIVA
APW Products
ARCHOS

Arista Networks
Array Networks
Artromick
Aruba Networks
ASUS
AT&T
Atek Electronics, Inc.
ATEN Technologies
Atlas Sound
Attachmate
ATTO Technology
Australian Monitor
Autodesk
Avaya
AVer Information
Avery Dennison
Avocent
Axiohm
Axiom
AXIS Communications
B
Balt, Inc.
Barco
Bare Bones Software
Barracuda Networks
Barrister Global
Services
Battery Biz

Battery Technology
Bay Dynamics
Belkin
Best Data Products
BlackBerry (RIM)
Black Box
Blue Coat
BlueSocket
Bogen
Brady Industries
Brenthaven
Bretford
Brocade
Brooktrout
Brother
Buffalo Technologies
BUSlink
C
CA
Cables To Go
Caldera
Canary
Canon
Capella Technologies
Case Logic
Casio
Cbeyond
Celestix

Chatsworth Products,
Inc.
Check Point Software
Cherry Keyboards
Chief Manufacturing
Ciena
Cisco Systems
Citizen America
Corporation
Citrix Systems
ClearCube Technology
Clearone
Clearswift
Clickfree
CMS Peripherals
COBY
Cognitive Receipt
Printers
Command
Communications
Commscope
CommVault
Component One
Compsee
CompuCover
Control
Contour Design
Corel Corporation



At CDW-G , we partner with the best the IT industry has to offer,

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

D

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

DYMO
E
Eaton Corporation
EDGE Tech Corp.
EDP
Eeye Digital Security
Eicon Technology
EIZO Nanao
Electrovaya
Electro Voice
ELMO
Elo TouchSystems
Eltron Direct
Embarcadero Technologies
EMC Corporation
EmFast
Emulex
Encore Software
Energizer
Enfocus Software, Inc.
EnGenius
Enhance-Tech
Enovate
Enterasys Networks
Envoy Data
Epson
Equinox
Equisys Zetafax
Ergotron
Esker
EVGA
Exagrid
Express Metrix
EXTREME NETWORKS
F
f5 Networks
FalconStor

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

G

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

H

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

I

IBM
ID Technologies
Identix
Ideal Industrial Tool
Idera Software
iKey
Imation
IMC Networks
Imprivata
IMSI
Individual Software
Industrial Rack
InFocus
Informa Software
Infragistics
Innovation First

INNOVATIVE OFFICE
Inspiration Software
INSTALLS, Inc.
InstallShield
Intel
Intelligent Computer Solutions
Interlink Electronics
Intermec Technologies
International Thomson
Internet Security Systems
Intuit
I/O Corporation
I/Omagix
IOGEAR
Iomega
Ipswitch
IRIS, Inc.
IronKey
IronPort Systems
ISI Researchsoft

J

Jabra
JACO
Jaton
Jelco
JetBrains
Jolly Giant Software
Juniper NETWORKS
JVC

K

Kanguru Solutions
Kaspersky Lab
Kenneth Cole
Kensington
Kentrox
Kerio
Keyspan

so you have more IT choices.

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

L

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

M

M&A

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

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

O

OGIO
OKI
Olympus America
Omnitron Systems
On Hold
Ontrack Software
Opticon
Optoma

Oracle/Sun
Ortronics/LeGrand
OtterBox
Overland/SNAP
P
Packeteer
Paladin
Palm, Inc.
Panamax
Panasonic
Panda Software
Panduit
Pantone
Paragon Software
Parallels
Patton Electronics
PC Guardian
Peek
Peerless-AV
Pelican Mobile
Percon
Perle Systems
Pervasive Software
Pharos, Inc.
Philips
Pi Engineering
Pinnacle Systems
Pioneer
Pioneer New Media
Technology
Planar
Planon
Plantronics
Plasmon IDE, Inc.
PNY Technologies
Polycom
PolyVision
PowerDsine
Premier Mounts
Primavera

Primera
Printek
Printlogic
Printronic
Prism Pointe Tech
Procom Technology
Progressive
ProITCo
Promethean
Promise Technology
Prosoft Engineering
Proxim
PSC, Inc.
Psiber Data Systems

Q

QLogic
QNAP
Quantum
Quark Software
Quartet
Quest Software
Qwizdom

R

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

S

Safco
Sage Software
Samsonite
Samsung
SanDisk
SANYO Projectors
SAP
Sato Thermal Printers
Scala
Scale Computing
ScanSource
SciQuest, Inc.
SCM Microsystems
SCM Microtech
International
ScriptLogic
Seagate Technology
Seagull Scientific
Seal Shield
Secure Computing
Segovia
Seiko
Seneca Data
Sennheiser
Sensaphone
Sentinel Technologies,
Inc.
Sentry Safes
Serena Software
ServiceNet
Sharp AQUOS
Sharp Electronics
ShoreTel
Shure, Inc.
Shuttle Comp Inter
Siemon
Sierra Wireless
SIIG
Silex
Singlewire
SKB Industrial
SlickEdit
SmartSource, Inc.

Smart Technologies
Socket
Communications
Software Shelf
International
SonicWALL
Sonnet Technologies
Sony
Sophos
Sorenson Media, Inc.
Specialty Products
of Virginia
Spectra Logic
SpectraLink
Sprint Wireless
SPSS Software
Star Micronics
StarDot Technologies
StarTech.com
StorCase
Sunburst
Super Micro Computer,
Inc.
Sybase
Sybex Publishing
Symantec
Symbol

T

Taiyo Yuden
TalkSwitch
Tally Printers
Tandberg Data
Targus
TDK
TEAC America
TechSmith
Telex
TEST-UM
Texas Instruments
Texas Memory
TFE Technology
The SCO Group, Inc.
Thermaltake
Technology

Thinprint
T-Mobile Cellular
TomTom
Topaz Systems
Toshiba
Total Defense
Total Micro
Technologies
Transcend
Transition Networks
Trend Micro
Tripp Lite
TRIPWIRE
Troy Systems
Turtle
Tyan

U

Ultimate Technology
Uniden
Unitech POS Scanners
Unotron
USRobotics
Utility Associates

V

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

VMware

W

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

X

Xante
Xerox
XFX

Z

Zebex
Zebra Technologies
Zoom



CDW•G delivers.

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



Cables

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

Computer Accessories

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

Computers

- Blade PC
- Desktop Computers

- Notebook Computers
- Point of Sale Computers
- Thin Clients
- Workstations

Data Storage Products

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

Electronics

- 2-Way Radios & Accessories
- Audio/Stereo Equipment
- Binoculars
- Cell/Smart Phones & Accessories
- Digital Cameras & Accessories
- eReaders
- GPS Devices & Accessories
- Handheld Devices & Accessories
- Headphones/Earphones & Accessories

- Microphones & Accessories
- MP3 Players & Accessories
- Photographic Accessories
- Speaker Systems & Accessories
- Televisions & Video Equipment
- Video Camcorders & Accessories

Memory

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

Monitors & Projectors

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



Networking Products

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

Office Equipment & Supplies

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

Power Protection & Accessories

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

Ink, Toner & Print Supplies

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

Servers

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

Software

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

Services

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

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

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

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

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

Carrier services: Wireline, Wireless

Check out our online
Solutions Center

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

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

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

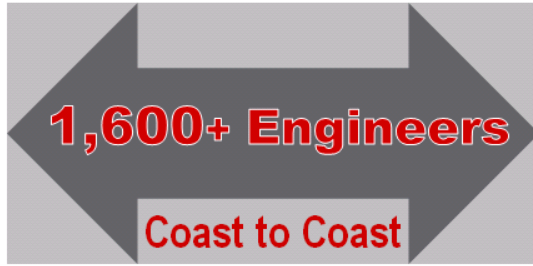
**What you get from partnering
with CDW-G:**

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



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

CDW *pioneered* the business model that melds personalized business – to – business technology distribution with advanced technology services. We provide our customers a deep services portfolio to pair with our immense product catalog. Our services strategy utilizes our own stable of 1,600 highly certified engineers staffed in 43 locations across the country, a national services traveling team, leading manufacturers’ technicians, and local service providers. This structure



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

offers the City of Tucson and qualified National IPA participants the best range of services in the industry. Our full scope of standard and specialized services includes:

Cloud Computing

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

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

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



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

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

Consulting/Analysis

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

Technical Support

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

Leasing/Financing

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

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

Trade-ins

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

Repair

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

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

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

Design

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

Configuration/System Configurations

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

CDW•G's configuration services include:

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

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

Implementation

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

Training

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

Maintenance

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

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

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

Hardware/Software Installation

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

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

System Testing

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

Upgrades

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

Imaging

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

9. Describe your delivery commitment:

a. What is your fill rate guarantee?

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

b. What are your delivery days?

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

c. Do you offer next day delivery?

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

d. How do you facilitate emergency orders?

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

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

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

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

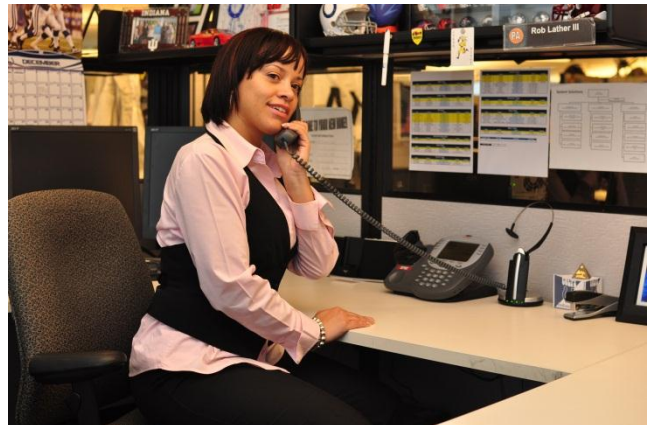
CDW•G encourages customers to contact their Account Manager to assist with any such issues. If the Account Manager evaluates the issue and if they cannot personally assist the customer, they will engage and collaborate with our Customer Relations Department to assist. Customer may also reach out to Customer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

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

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

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

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



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

a. Is online support available?

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

Live chat and E-support

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

Remote Login

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

b. Is phone support available?

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

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

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

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

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

- Registration assistance to participate in National IPA
- Contacting customers and notifying them of the benefits of the contract
- Pre-sales consultation, including providing product and system compatibility information
- Providing industry - specific insight on technology solutions
- Acting as a quality control check by reviewing and approving all quote requests
- Keeping customers abreast of availability issues and assisting with any needed alternative sourcing options
- Coordinating any special delivery requests, including emergency orders
- Working with available CDW•G resources, and coordinating contact for any needed subject matter expert insight
- Keeping updated and available to assist in developing a service solution
- Facilitating communication between the customer and National IPA, as needed



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

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

Sales Manager

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

Business Development Manager

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

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

Field Account Executive

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

Solution Architects

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

OEM Specific Resources

For manufacturer specific information, Account Managers utilize an integrated network of both internal and external sales force. Many OEMs have pre-sales engineers and channel account managers (often onsite at CDW•G) providing consultation and immediate support to Account Managers. Additionally,

CDW•G badged Brand Managers, Field Solution Architects, and Partner Business managers work with both Account Managers and the external teams mentioned, providing further support.



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

Proposal/Bid Response Team

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

Program Manager

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

d. How are problems resolved?

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

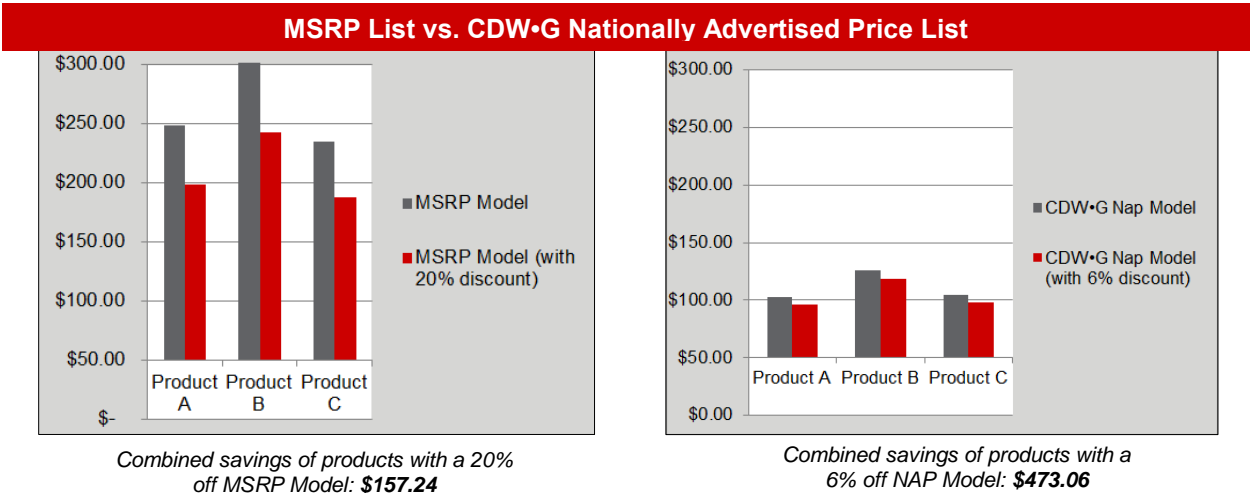
We encourage customers to contact their Account Manager when technical support is necessary. If the Account Manager is unable to assist, he/she determine the best next steps. They may work with the customer and dedicated manufacturer support coworker to resolve the issues, solicit assistance from their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

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

CDW•G is proposing a percentage off our nationally advertised pricing. We will apply the contract discount applicable to the new products introduced. We propose our discounts by categories that line up with our own internal catalog categories, so that when we add these new products to the CDW•G catalog, the City's contract catalog updates immediately as well.

With the discussion of discounting from MSRP at the Pre-proposal Meeting, CDW•G feels it is important for us to explain to the City the benefits of a discount from CDW•G's Nationally Advertised Price (NAP). The single most important parameter in a price model for this contract is the reference point from which price is calculated. Respondents, which derive discounts from MSRP, are often times leaving substantial customer savings on the table. For instance, the evaluation of the sum of an overall discount percentage does not always yield deeper savings. A seemingly "low" initial price, derived as a discount from a static reference like a Manufacturer's Suggested Retail Price (MSRP) may not be as advantageous as a "higher" price derived from a dynamic reference point. Resellers are able to obtain pricing which far exceeds MSRP-level pricing, due in large part to the quantity of product which they source from manufacturers and/or distribution partners and CDW•G's NAP is historically far lower than MSRP.

The charts below display three relevant computer peripherals products which have been compared using the MSRP vs. CDW•G NAP Models. These charts display the lack of savings which MSRP price models produce, as compared to that of a dynamic price list such as CDW•G NAP:



As evidenced in the preceding charts, partnering with a contractor that utilizes a dynamic price reference point allows for the extension of more advantageous pricing even with a lower discount number. Simply arriving at a sum of all total discounts does not qualify savings unless the City is aware of where the prices originate. Often times we see competitors simulate MSRP pricing in order to show large discounts, however as the table above illustrates, even discounts which originate from standard MSRP cannot compete with discounts originating from CDW•G Nationally Advertised Pricing.

CDW•G's Nationally Advertised Price List, unlike an MSRP model, considers industry and buying trends and is fully automated. This benefits the City in that price decreases can be reported and tracked by running a basic report, while MSRP models require continuous monitoring, as well as manual price

adjustment entry for thousands of line items. CDW•G, on the contrary, is able to simply query price changes, update the price index, and report discrepancies to the City in a timely fashion.

In conclusion, continuing to utilize a dynamic price model such a discount from CDW•G's NAP keeps the City's evaluation an apples and oranges comparison, and allows the City to see more savings, faster. Even if a discount percentage is in the single digits (as noted in the CDW•G NAP Model above) it packs the offer with greater savings than that offered by the high discount, low realized savings MSRP model.

We commend the City for continuing sound procurement practices, such as requiring vendors to complete the Attachment A market basket. This deliverable provides the City a realistic price comparison, evaluating actual savings, as compared to perceived savings. However, as this market basket covers only a minimal portion of the discount categories requested, we encourage you to bear in mind our explanation above when considering each vendor's overall price offering.

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

Leasing/Financing

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

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

Maintenance

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

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements (conterminous, break/fix, and retainer)
- Post-sale technical support
- Product and certification training
- Help desk services

Implementation

Our national footprint is expansive, with over 600 engineers on staff in more than 15 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-

configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.

Design

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

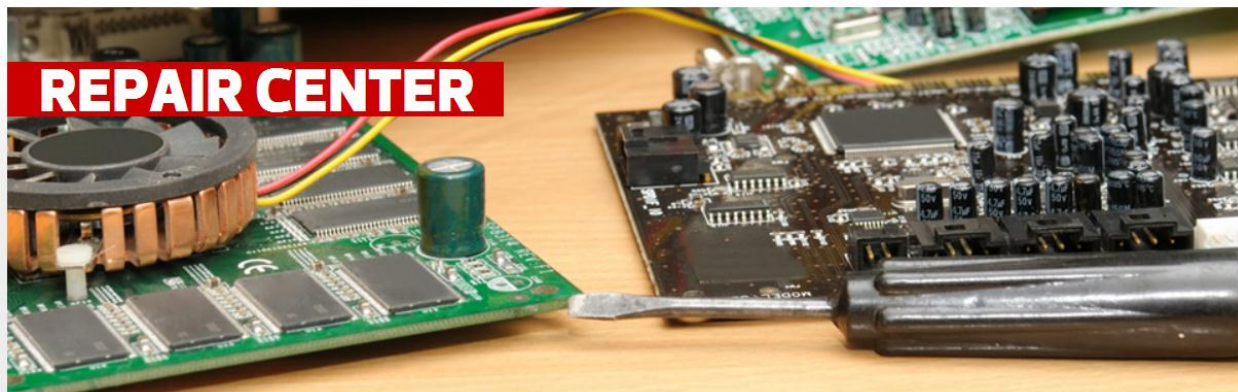
Consulting/Analysis

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

Training

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

Repair



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

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

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

Tab Six



B. Price Proposal

B. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items in the Sample Items List in Attachment A.

CDW•G offers an additional 2% discount beyond the applicable category discounts for all HP products.

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 1 Systems		
1.	Desktops	2.00%
2.	Notebooks	2.00%
3.	Tablets	2.25%
4.	Servers (1 Processor, 2, Processor, 4+Processor, Blade, Tower, Unix, Handhelds, etc.)	2.25%
Group 2 Input Devices		
5.	Keyboards	3.50%
6.	Mice	3.50%
7.	Imaging Scanners	4.50%
8.	POS Scanners	4.50%
9.	Pointing Devices	3.50%
10.	Bar Code Readers	3.50%
11.	Audio Input	3.50%
12.	Input Adapters	3.50%
13.	PC and Network Cameras	3.75%
14.	Input Cables	8.00%
15.	Input Accessories	3.50%
Group 3 Output Devices		
16.	Displays	3.25%
17.	Printers	3.50%
18.	Inkjet Printers	3.50%
19.	Inkjet Photo Printers	3.50%
20.	Laser Printers	2.25%
21.	Label Printers	3.50%
22.	Dot Matrix Printers	2.25%
23.	Multi-Function Printers	2.25%
24.	Wide Format Printers	2.25%
25.	Multi-Function Inkjet Printers	2.25%
26.	Wide Format Printers	2.25%
27.	Fax Machine Printers	2.25%
28.	Printer Accessories	3.75%
29.	Projectors	3.25%
30.	Projector Accessories	3.25%
31.	Audio Input	2.25%
32.	Video Cards	2.25%
33.	Sound Cards	2.25%
34.	Output Accessories	2.25%
35.	Printer Consumables	2.25%

Group 4 Memory

36.	Desktop	5.00%
37.	Flash	4.25%
38.	Networking	4.25%
39.	Notebook	5.00%
40.	Printer/Fax	4.25%
41.	Server	4.25%

Group 5 Storage Devices

42.	Adapters Fibre Channel	3.50%
43.	Adapters FireWire/USB	3.50%
44.	Adapters IDE/ATA/SATA	3.50%
45.	Adapters RAID	3.50%
46.	Adapters SCSI	3.50%
47.	Bridges & Routers	3.50%
48.	Disk Arrays	3.50%
49.	Disk Arrays JBOD	3.50%
50.	Drives Magneto-Optical	3.50%
51.	Drives Removable Disk	2.75%
52.	Fiber Channel Switches	3.50%
53.	Hard Disks External	2.75%
54.	Hard Disks Fibre Channel	3.50%
55.	Hard Disks IDE/ATA/S	2.75%
56.	Hard Disks Notebook	2.75%
57.	Hard Disks SCSI	2.75%
58.	Networking Accessories	2.75%
59.	Optical Drives CD-RO	2.75%
60.	Optical Drives CD-RW	2.75%
61.	Optical Drives DVD/C	2.75%
62.	Optical Drives DVD-R	2.75%
63.	Storage Accessories	2.75%
64.	Storage NAS	3.50%
65.	Storage SAN	3.50%
66.	Tape Autoloaders AIT	3.50%
67.	Tape Autoloaders DAT	3.50%
68.	Tape Autoloaders DLT	3.50%
69.	Tape Autoloaders LTO	3.50%
70.	Tape Drives 4mm	3.50%
71.	Tape Drives 8mm/VXA	3.50%
72.	Tape Drives AIT	3.50%
73.	Tape Drives DAT	3.50%
74.	Tape Drives DLT	3.50%
75.	Tape Drives LTO/Ultrium	3.50%
76.	Tape Drives SDLT	3.50%
77.	Tape Drives Travan	3.50%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
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Group 6 Network Equipment

78.	10/100 Hubs & Switch	2.75%
79.	Bridges and Routers	2.75%
80.	Gigabit Hubs & Switches	2.75%
81.	Concentrators and Multiplexers	2.75%
82.	Hardware Firewalls	2.75%
83.	Intrusion Detection	2.75%
84.	KVM	2.25%
85.	Modems	2.75%
86.	Network Test Equipment	2.75%
87.	Network Adapters	2.75%
88.	Network Cables	8.00%
89.	Network Accessories	2.75%
90.	Repeaters and Transceivers	3.25%
91.	Wireless LAN Accessories	2.75%
92.	Token Authentication	15.00%
93.	10G Fiber Optic Transceivers	3.25%
94.	1G Fiber Optic Transceivers	3.25%

Group 7 Software

95.	Licensing Packages (i.e., Microsoft Open Value, Microsoft EES)	3.25%
96.	Licensing Backup	3.25%
97.	Licensing Barcode/OC	3.25%
98.	Licensing Business Application	3.25%
99.	Licensing CAD/CAM	3.25%
100.	Licensing Cloning	3.25%
101.	Licensing Computer Services	3.25%
102.	Licensing Database	3.25%
103.	Licensing Development	3.25%
104.	Licensing Entertainment	3.25%
105.	Licensing Financial	3.25%
106.	Licensing Flow Chart	3.25%
107.	Licensing Graphic Design	3.25%
108.	Licensing Handheld	3.25%
109.	Licensing Network OS	3.25%
110.	Licensing OS	3.25%
111.	Licensing Personal Organization	3.25%
112.	Licensing Presentation	3.25%
113.	Licensing Reference	3.25%
114.	Licensing Report Analysis	3.25%
115.	Licensing Spreadsheet	3.25%
116.	Licensing Utilities	3.25%
117.	Licensing Warranties	3.25%
118.	Licensing Web Development	3.25%
119.	Licensing Word Processing	3.25%
120.	Software Backup	3.25%
121.	Software Barcode/OCR	3.25%
122.	Software Business Application	3.25%
123.	Software CAD/CAM	3.25%
124.	Software Cloning	3.25%
125.	Software Computer Services	3.25%
126.	Software Database	3.25%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
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Group 7 Software Continued

127.	Software Development	3.25%
128.	Software Entertainment	3.25%
129.	Software Financial	3.25%
130.	Software Flow Chart	3.25%
131.	Software Graphic Design	3.25%
132.	Software Handheld	3.25%
133.	Software OS	3.25%
134.	Software Personal Organization	3.25%
135.	Software Presentation	3.25%
136.	Software Reference	3.25%
137.	Software Report Analysis	3.25%
138.	Software Spreadsheet	3.25%
139.	Software Utilities	3.25%
140.	Software Warranties	3.25%
141.	Software Web Development	3.25%
142.	Software Word Processing	3.25%

Group 8 Media Supplies 3.75%

143.	Media 4mm Tape	3.75%
144.	Media AIT Tape	3.75%
145.	Media DAT Tape	3.75%
146.	Media DLT Tape	3.75%
147.	Media LTO/Ultrium Tape Drive	3.75%
148.	Media Magneto-Optical	3.75%
149.	Media Optical	3.75%
150.	Media SLR Tape	3.75%
151.	Media Travan Tape	3.75%
152.	Media VXA Tape	3.75%
153.	Media Zip	3.75%

Group 9 Collaboration and IP Telephony

154.	IP Phones	2.75%
155.	Video Conferencing products	2.75%
156.	Voice Gateways/Servers	2.75%
157.	Headsets	2.75%
158.	Audio conferencing products	2.75%
159.	Analog phones	2.75%
160.	accessories	2.75%

Group 10 Other

161.	Advanced Integration	2.00%
162.	Asset Disposal	2.00%
163.	Asset Management	5.00%
164.	Cables	8.00%
165.	Cables Custom	8.00%
166.	Cables Printer	8.00%
167.	Complex Warranties	2.00%
168.	Desktop Accessories	5.00%
169.	Display Accessories	3.25%
170.	Electronic Services	N/A%
171.	Handheld Accessories	5.00%
172.	Imaging Accessories	3.75%

ITEM NO.	PRICING GROUP	DISCOUNT OFF VERIFIABLE PRICE INDEX
Group 10 Other continued		
173.	Imaging Camcorders	3.75%
174.	Imaging Digital Cameras	3.75%
175.	Internal Lab Service	N/A%
176.	Lab Fees	2.00%
177.	Managed Services	2.00%
178.	Miscellaneous Solutions	N/A%
179.	Mounting hardware for vehicles	4.00%
180.	Networking Warranties	2.00%
181.	Notebook Accessories	4.00%
182.	Notebook Batteries	3.75%
183.	PC Lab Order Services	N/A%
184.	POS Accessories	3.50%
185.	POS Displays	3.25%
186.	Power Accessories	2.25%
187.	Power Surge Protection	4.00%
188.	Power UPS	2.25%
189.	Server Accessories	2.25%
190.	Service charge	N/A%
191.	System Components	4.25%
192.	Training Courses	2.00%
193.	Training Reference Manuals	2.00%
194.	Warranties Electronic	2.00%

Group 10 Additional Proposed Categories

202	iPad/Tablet Stylus	5.000%
203	Mouse/Wrist Pads	5.000%
204	Security Locks and Hardware	20.000%
205	Tools	5.000%
206	Document Scanner Accessories	3.750%
207	Flatbed Scanners	3.750%
208	Mobile Scanners	3.750%
209	Network Scanners	3.750%
210	Sheetfed Scanners	3.750%
211	Wide Format Scanners	3.750%
212	Workgroup/Departmental Scanner	4.500%
213	Build to Order Desktops	2.250%
214	Nettop	2.250%
215	Point of Sale	2.250%
216	Ultra Small Form Factor	2.250%
217	Apple Mac Memory Upgrades	4.250%
218	Chips/SIMMs/SIPPs/ROMs	4.250%
219	Computer Cases	4.250%
220	CPUs/Fans	4.250%
221	Memory Accessories	4.250%
222	Motherboards/Chassis	2.750%
223	1-2 Port Serial Boards	2.750%

224	3+ Port Serial Boards	2.750%
225	Console Server	2.750%
226	Device Server	4.000%
227	Terminal Servers	2.750%
228	Content Management	2.750%
229	Firewall/VPN Appliances	2.750%
230	Multifunction Security Applian	2.750%
231	Network Camera Accessories	2.750%
232	Network Cameras	2.750%
233	Physical/Environment Security	2.750%
234	Security Appliance Accessories	15.000%
235	Security Tokens	2.750%
236	Unified Threat Management	2.750%
237	2-Way Radios/Walkie Talkies	3.500%
238	Apple Notebooks	2.250%
239	Convertible PCs/Slate PCs/iPAD	2.250%
240	iPAD	2.000%
241	Slate Tablet Computers	2.000%
242	GPS/PDA	4.250%
243	Wireless Communication Devices	3.000%
244	Batteries	3.750%
245	Power Supplies/Adapters	2.250%
246	Rackmounting Equipment	2.250%
247	Remote Power Management	2.250%
248	Surge Suppressors	4.000%
249	UPS/Battery Backup	2.250%
250	14" & Smaller LCD Display	3.250%
251	15-19" LCD Display	3.250%
252	15-19" Wide LCD Display	3.250%
253	15-19" Wide LED Display	3.250%
254	20-30" LCD Display	6.000%
255	20-30" Wide LCD Display	3.500%
256	20-30" Wide LED Display	3.250%
257	PCoIP and Zero Client Displays	3.250%
258	Arm Mounts	3.250%
259	Ceiling Mounts	3.250%
260	Combo Mounts	3.250%
261	Desktop Stands/Risers	3.250%
262	Flat Wall Mounts	3.250%
263	Mount Accessories	3.250%
264	Pole Display	3.250%
265	Stands/Carts/Feet	3.500%
266	Tilt Wall Mounts	3.250%

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

195.	Design and Analysis		%
196.	Configuration		%
197.	Implementation	Please see below for our services offering	%
198.	Installation		%
199.	Training		%
200.	Maintenance and Support		%
201.	Additional Services Offered		%
	(On a separate page list the additional services offered and their applicable discount)		

Additional Services

Service	Standard Rate	Discount from Standard Rate
Converged Infrastructure Services Rates		
<u>UCCe, Telepresence, Video, Webex Services Rates</u>		
Project Manager	\$ 185.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 200.00	1%
UCCx, UC, Unity, CME Services Rates		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 175.00	1%
<u>Wireless, DLP, Physical Security Services Rates</u>		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 175.00	1%
<u>R/S, UCS, Nexus, Security Services Rates</u>		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 175.00	1%
<u>Cross Practice Services Rates</u>		
Program Manager	\$ 225.00	1%
Technical Writer	\$ 75.00	1%
Trainer	\$ 175.00	1%
Associate	\$ 160.00	1%
Travel Rate	Hourly Uplift \$ 35.00	1%
<u>MS Unified Communications Services Rates</u>		
Project Manager	\$ 185.00	1%
Architect	\$ 200.00	1%
Senior Consultant	\$ 185.00	1%
Consultant	\$ 175.00	1%
<u>MS Information Worker Services Rates</u>		
Project Manager	\$ 185.00	1%
Architect	\$ 195.00	1%
Senior Consultant	\$ 185.00	1%
Consultant	\$ 175.00	1%
<u>MS Server and Security Services Rates</u>		
Project Manager	\$ 185.00	1%
Architect	\$ 200.00	1%

Senior Consultant	\$ 180.00	1%
Consultant	\$ 165.00	1%
<u>MS Monitoring and Management Services Rates</u>		
Project Manager	\$ 185.00	1%
Architect	\$ 200.00	1%
Senior Consultant	\$ 180.00	1%
Consultant	\$ 165.00	1%
<u>Citrix/VMware Services Rates</u>		
Project Manager	\$ 185.00	1%
Architect	\$ 225.00	1%
Senior Consultant	\$ 200.00	1%
Consultant	\$ 180.00	1%
<u>NetApp/EMC Services Rates</u>		
Project Manager	\$ 185.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 200.00	1%
<u>IBM I, P, Z, TSM Service Rates</u>		
Project Manager	\$ 185.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 200.00	1%
<u>Lotus/WebSphere Services Rates</u>		
Project Manager	\$ 185.00	1%
Architect	\$ 190.00	1%
Senior Consultant	\$ 180.00	1%
Consultant	\$ 165.00	1%
Other Manufacturer Solutions		
Project Manager	\$ 225.00	1%
Architect	\$ 250.00	1%
Senior Consultant	\$ 225.00	1%
Consultant	\$ 175.00	1%

REVISED ATTACHMENT A: SAMPLE ITEMS LIST

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

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

Item #	Description	Brand	Manufacturer's Part Number	CDW-G Part Number	UNIT PRICE BEFORE DISCOUNT	DISCOUNT	UNIT PRICE AFTER DISCOUNT
1	PLUG-IN DOCK AND LOCK 30 DRAWER CAB	PLUG-IN STORAGE SYSTEMS	4852-L-30	935042	\$ 4,921.66	20.0000%	\$ 3,937.33
2	GARMIN GPS 18X USB SENSOR	GARMIN	010-00321-31	1441195	\$ 84.99	4.2500%	\$ 81.38
3	KEN UNIV DOCK STAT SD400V VID/ENET	KENSINGTON	K33926US	1822378	\$ 129.67	4.0000%	\$ 124.48
4	RSA BASE SW LIC BTW 155-250	RSA SECURITY	APP0000250B	1016651	\$ 64.83	3.2500%	\$ 62.72
5	GARMIN FLANGE MOUNT	GARMIN	010-10453-00	914063	\$ 18.94	4.2500%	\$ 18.14
6	HP SB LA2205WG 22" WIDE DVI DP HA	HEWLETT-PACKARD	NM274A8#ABA	1906059	\$ 192.51	3.5000%	\$ 185.77
7	CRUCIAL 1GB 184PIN DDR PC3200	CRUCIAL TECHNOLOGY	CT12864Z40B	635238	\$ 26.92	5.0000%	\$ 25.57
8	FUJITSU FI-6770A FBSCAN 90PPM W/VRS	FUJITSU	PA03576-B035	1533003	\$ 5,984.99	4.5000%	\$ 5,715.67
9	HP OFFICEJET 100 MOB PRINTER-L411A	HEWLETT-PACKARD	CN551A#B1H	2374450	\$ 226.42	3.5000%	\$ 218.50
10	FUJITSU FI-6770 FBSCAN 90PPM W/VRS	FUJITSU	PA03576-B105	1532992	\$ 5,611.93	4.5000%	\$ 5,359.39
11	BELKIN USB A/A EXT CAB M/F IMAC 10'	BELKIN	F3U134-10-CBL	141310	\$ 10.96	8.0000%	\$ 10.08
12	CRUCIAL 1GB DDR2 PC2-6400	CRUCIAL TECHNOLOGY	CT12864AA80	1269183	\$ 16.95	5.0000%	\$ 16.10



13	CRUCIAL 1GB 200PIN SODIMM PC2700	CRUCIAL TECHNOLOGY	CT12864X335	657427	\$ 32.91	5.0000%	\$ 31.26
14	RSA SID700 60SEC 3YR 100 PACK	RSA SECURITY	SID700-6-60-36-100	1033112	\$ 5,535.12	15.0000%	\$ 4,704.85
15	HP SB 6300 I3-2120 500GB 4GB W7P	HEWLETT-PACKARD	B5N08UT#ABA	2745728	\$ 642.38	2.0000%	\$ 629.53
16	NEC 2190UXP 21.3" DVI HA	NEC	LCD2190UXP-BK	993067	\$ 849.99	6.0000%	\$ 798.99
17	APC SMRTUPS 1500VA USB/SER RM 2U	APC	SUA1500RM2U	468489	\$ 650.36	3.2500%	\$ 629.22
18	ERGOTRON DUAL LCD STAND VERT <24"	ERGOTRON	33-091-200	210326	\$ 266.32	3.5000%	\$ 257.00
19	APC UPS NETWORK MANAGEMENT CARD 2	APC	AP9631	1745320	\$ 435.90	3.2500%	\$ 421.73
20	CRUCIAL 1GB DDR2 PC5300 240PIN DIMM	CRUCIAL TECHNOLOGY	CT12864AA667	727405	\$ 14.95	5.0000%	\$ 14.20
21	TRIPP ISOBAR SURGE 4 OUTLET 6FT CORD	TRIPP LITE	ISOBAR4ULTRA	024586	\$ 51.86	4.0000%	\$ 49.79
22	APC SMART UPS 2200VA RM/TWR	APC	SUA2200XL-NETPKG	1594908	\$ 1,453.35	3.2500%	\$ 1,406.12
23	TRENDNET 10/100TX-100FX FIB CONVERT	TRENDWARE INTERNATIONAL	TFC-110S15I	1563443	\$ 115.70	3.2500%	\$ 111.94
24	IBM LTO4 ULTRIUM 4 BAR CODE LABELED	IBM	95P4437	1319661	\$ 29.92	3.7500%	\$ 28.80
25	RSA SID700 60SEC 3YR 50 PACK	RSA SECURITY	SID700-6-60-36-50	1035736	\$ 2,770.05	15.0000%	\$ 2,354.54
26	LANTRONIX EDS8PR 8PT TRMNL SRVR	LANTRONIX	EDS00812N-01	1183723	\$ 546.62	4.0000%	\$ 524.76
GRAND TOTAL							\$ 27,717.87



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

Under the contract, individual clients who purchase significantly larger amounts may qualify for an additional discount on individual purchases. Additionally, as a partner on the contract, CDW•G will be leveraging its influence on manufacturer partners for additional cost saving programs based on contract spend.



CDW•G Exclusive Savings. CDW•G offers contract purchasers an additional 2% discount for all HP products.

One of the updates to our price offering to the City that we are most excited to offer contract purchasers, is deep additional HP discounts. CDW•G recognized on the current contract, HP products are what agencies continue to purchase the most. In fact, HP sales are almost three times higher than the second highest OEM sales. We realized this was a potential for even greater savings for our customers, and as an HP Premier Partner, CDW•G negotiated an even lower discount

for the new contract. At present, we will be offering all HP branded items at an additional 2% discount over and above the standard contract discount. This discount is only for CDW•G customers, and is exclusive to the City's contract.

With our dedicated Account manager model, CDW•G Account Managers are tasked with providing exceptional customer service and excellent value to each customer who purchases from National IPA. With that goal in mind, if a customer were to forecast larger quantities, the Account manager will work with manufacturer partners on behalf of his/her customer to achieve greater than contract discounts. The discounts and effective savings will be dependent on manufacturer support as well as the size and volume of the order. Depending on the product type the discounts can be anywhere from 2- 20% additional savings.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

CDW•G does not offer prompt payment discounts.

4. Will payment be accepted via commercial credit card? _____Yes _____No

Yes, we accept commercial credit card payments.

- a. If yes, can commercial payment(s) be made online? _____Yes _____No
- b. Will a third party be processing the commercial credit card payment(s)? _____Yes _____No
- c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
- d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

Yes, customers can make online commercial payments. We have trading partnerships with credit card processing companies; our customers do not directly incur any fees associated with these transactions.

5. Does your firm have a City of Tucson Business License? _____Yes _____No

CDW•G does not currently have a City of Tucson Business License, but we have applied for one. We will happily provide this to the City once we receive.

Tab Seven



C. Qualifications and Experience

C. Qualifications and Experience

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

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

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

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

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

Our intricate offering coupled with our customer-centric business model, is the reason for our success. A testament to this success is our continued upward sales trend, totaling over ten billion in 2012.

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

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

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

When CDW•G was awarded the City's contract in 2008 we had offices in five states and Canada. Since this time, we have drastically expanded our location



Nationwide Coverage. 1,360 CDW•G coworkers serving our customers

University of Arizona

Address: The University of AZ Purchasing USA Building 300A, 5th Floor Tucson, AZ 85721

Dates of Service: July 1989 – present

Summary of Service: Currently one of the top purchasers of the City's contract, the University relies on their CDW•G Account Manager to help find the contract's best solutions for many of their technology needs.

Hillsborough County

Address: 601 E. Kennedy Blvd. Tampa, FL 33602

Dates of Service: November 1996 – present

Summary of Service: Hillsborough County has a number of mandatory statewide contracts they must use for their IT purchases. For most other purchases, they turn to the City's contract.

Lee County

Address: 1825 Hendry St Fort Myers, FL 33901

Dates of Service: August 1993 – present

Summary of Service: Like Hillsborough, Lee County only cooperative contract they purchase from is the City's. They utilize the full scope of the contract offering.

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

CDW•G's customer service structure is beneficial to contract purchasers, in that each agency has its own dedicated Account Manager acting as the primary service representative. However, due to the large number of Account Managers dedicated to this contract, it is not feasible to provide the requested information for each. Therefore, we provide the credentials for your lead customer service representative for the contract, your point of contact for contract management, and the City's own dedicated Account Manager.



Pat O'Brien, Sales Manager

Phone: 877.898.2997

Email: patobri@cdwg.com

Organization: Reports to David Hutchins, VP of State and Local Government Sales

Contract Role and Experience: Pat acts as the City's main point of contact for all customer related aspects of this contract. He assists in driving contract opportunities by meeting with customers, attending conferences, assisting with marketing initiatives, and training his sales team on the contract. Additionally, he acts as the point, should any customer issues need escalated.

Pat has supported our customers for over 11 years, seven years within a manager capacity. Within his eleven years, he has supported government, education, and healthcare customers, allowing him to provide adept assistance to any customer utilizing the contract. Pat has also led this contract from a sales perspective since day one.



Wilson Garcia, Program Manager

Phone: 877.898.2997

Email: wilsgar@cdw.com

Organization: Reports to Amanda Ewertowski, Sr. Program Manager, who reports to Tara Barbieri, Director of Program Sales

Contract Role and Experience: Wilson acts as the City's main point of contact for all contract management related aspects of this contract. He assists Account Managers with new member set-up, contract page issues, and assists with Account Manager training. Additionally, he provides the City and National IPA contract reports and Quarterly Business Reviews.

Wilson has acted in a Program Manager capacity with CDW•G since 2005. He utilizes his Masters of Public Administration degree and background in the government sector to continue to provide our customers the level of service and compliance their contracts both need and deserve. Like Pat, Wilson has supported the City's contract since its inception.



Derrick Graff, Sr. Account Manager

Phone: 866.339.7079

Email: derrgra@cdwg.com

Organization: Reports to Pat O'Brien, Sales Manager

Contract Role and Experience: Derrick is the City of Tucson's own dedicated Account Manager. He assists the City with any of your technology procurement needs, whether utilizing your own contract, or not. He promptly responds to orders, acts as a subject matter expert for the City's specific technology needs, and collaborates with manufacturer support to provide you the best-valued solutions.

Derrick has assisted CDW•G's government customers for over five years. Derrick knows the importance of providing knowledgeable insight to his customers, and thus continually focuses on Manufacturer training, acquiring certifications in HP, Cisco, Microsoft, Panasonic, VMware, NetApp, EMC, and Symantec. He combines this knowledge and experience to provide the City a high level of support for your contract.

City of Peoria Information Technology

Address: 8401 W. Monroe St. Peoria, AZ 85345

Dates of Service: December 1998 – present

Summary of Service: The City of Peoria recently placed a large purchase of Toughbooks through CDW•G on the National IPA Panasonic contract, a contract which we partner with Panasonic. This purchase was a refresh project. The City purchased the same products from CDW•G three years prior and were highly satisfied with both the Panasonic products, and the service they receive from CDW•G.

Navajo County

Address: 100 E Code Talkers Drive South HWY 77 Holbrook, AZ 86025

Dates of Service: May 1992 – present

Summary of Service: Navajo County is a National IPA member and frequently uses the City's contract for their technology needs.

Mohave County

Address: 700 W Beale St Kingman, AZ 86402

Dates of Service: September 1993 – present

Summary of Service: Mohave County utilizes a number of cooperative contracts, including National IPA. Derrick assists them in determining which of these contracts fits the needs of each project the best.

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

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

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

Though CDW•G has been involved in litigation none has or is expected to impact our ability to provide products and services on this agreement. We have not filed any bankruptcies. We reorganized with new ownership in August 2007, resulting in transition from a publically traded company to a return to the private sector.

Tab Eight



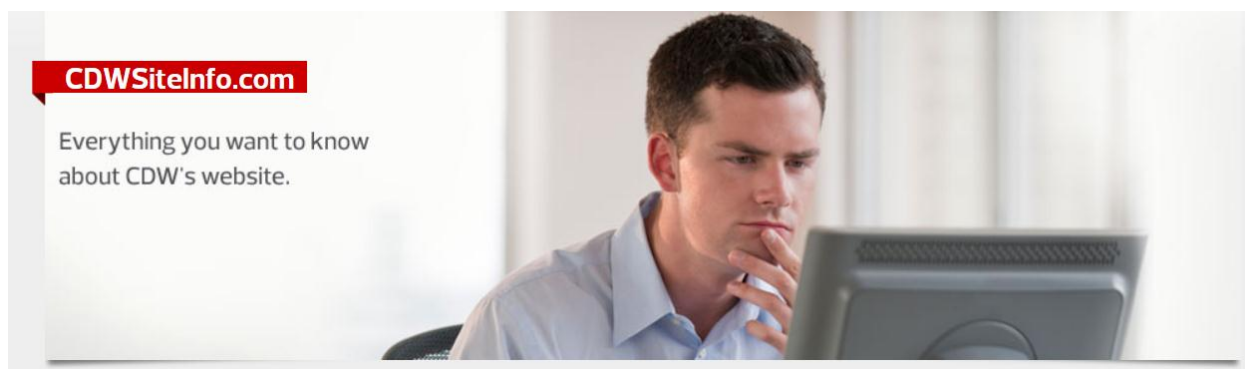
D. Technology

D. Technology

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

Each Agency utilizing the contract has their own customized CDWG@work extranet that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web – and we continue to develop enhancements based on customer feedback. Our extensive suite of extranet tools is provided to contract users at no additional cost.

We have enabled more interactive information about updates to the website via <http://www.cdwsiteinfo.com/> . In January 2013 we released a CDW•G Specific Site BLOG via <http://www.cdwsiteinfo.com/category/about-our-site/blog/cdw-g/>.



This BLOG includes a site overview as a movie and PDFs describing all the value added features, including:

- Streamline the ordering process
- Facilitate product standardization
- Automate purchase approvals and control rogue purchasing
- Communicate standards to all users

- Maintain customized catalog(s)
- Reduce time spent researching and purchasing IT products
- Maintain consistent pricing across the organization
- Create quotes right from your shopping cart
- Provide up-to-date order and delivery status including backorders
- Track purchases by each subsidiary and affiliate
- Simplify software licensing and ensure compliance that minimizes costly fees
- Track your IT assets across your organization
- Provide flexible reporting capabilities using pivot table technology
- Track up to three years of purchase history
- Upload reports in Excel format
- Access online chat support

Our web capabilities provide an extra level of convenience, customization, and efficiency for all users. Our award-winning e-Procurement tool brings customers:

Speed — Customers can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, authorized purchasers can procure the best solutions at the best price from one of the industry's largest inventories of brand-name products. Consolidating purchases through our "one-stop shop" saves customers both time and money.

Information — Our extranets provide the industry's most comprehensive suite of e-Procurement tools to gather the breadth and depth of detail to help make the right purchasing decisions. The site puts customers in direct contact with their Account Manager who can personally guide with suggestions and recommendations to help make informed purchase decisions.

Reporting — As a rich source of detail on purchase history, license agreements, and asset tracking, CDWG@work lightens the burden of report generation. This customizable extranet is a productivity-enhancing tool, giving the exact detail customers require whenever they need it. As detailed in Question #10 of this section, customers can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files.

The value-added benefit of a customized extranet is the ability to manage data and information that will enable customers to make more cost-effective decisions. It also reduces the administrative and purchasing costs involved in procurement.

Extranet Features

We provide specific features of a customized extranet below:

Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly

Agencies can view the City's contract pricing, right from their extranet. City of Tucson contract users can view all eligible contract pricing as they shop. Their extranet automatically provides their special pre-qualified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

Account Team — Access Expert Support with a Personal Touch

CDWG@work allows customers to work directly with your dedicated Account Manager and team of sales support, as well as customer service professionals and certified technicians during every step of the purchasing cycle. CDWG@work displays pictures of the customer's Account Team, view their contact information and check their availability in and out of the office.

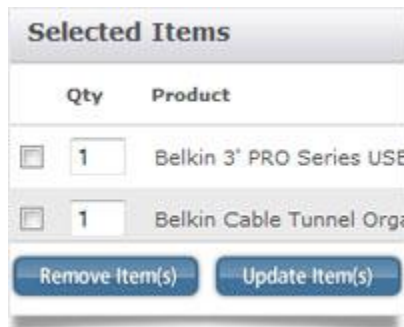
Online Quotes — Create, Review and Place Orders in Minutes

Purchasers can review quotes online just moments after their Account Manager create it. From here, users can print it, forward it to colleagues or manager for pre-authorization, or convert it to a live order. This feature also lets customers create their own quote right from their shopping cart, in addition to viewing contracts, volume and bid pricing online.

Company Solutions — Compare and Buy Single or Bundled Products with One Click

This CDWG@work capability enables agencies to customize their extranet home page to show the products and configurations their organization uses, and to streamline standard product orders. They can choose a variety of formats to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there is no guesswork when making repeat purchases on your standardized solutions. CDWG@work also allows customers to perform quick product searches and to “comparison shop” by viewing side-by-side, detailed product descriptions before they even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

Catalogs and Custom Catalogs – Limit Product Purchase Rights



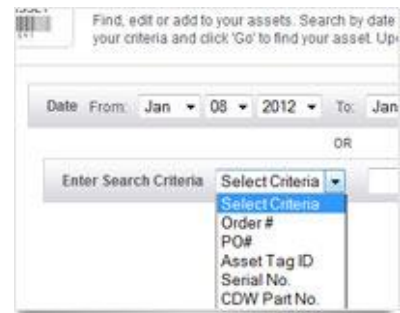
Compare Products. Easily compare products to find the best product for your needs.

The catalog feature allows agencies to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of end-users based on: Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords that drive the Search Engine are also available to search for product. This allows purchasers to refine items listed before making them a part of their agency's custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as

well. Once applied to a group or PAS workflow, they can really help control the spending habits of end users and help keep IT budgets on only the standard of items approved.

Asset Management — Follow Asset-Tagged Hardware throughout Agencies

CDWG@work provides an online asset management tool to track asset tagged products. Products are searchable by serial number, order number, date of purchase, product description, warranty length, invoice number, or location. Users can even create their own custom fields and add or enter products purchased from other vendors. This extranet feature also allows customers to modify their records to reflect the transfer of equipment from one location to another, a real plus for customers with multiple locations. Asset Management then lets the user create and download a detailed report of their hardware assets.



Manage Assets. Track all your products, even those not purchased at CDW•G

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

Account Linking lets customers view, place and track orders, including historical purchases across multiple bill-to addresses. A single login gives authorized users a way to efficiently access their order status from across the enterprise to anywhere in the world. This eases the challenge of multiple purchases from disparate locations by centralizing the purchasing process, yet offering the flexibility to place and track orders by address and location.

My Purchases — Track Order Status and Purchasing History Instantly

Status	Actions
Not yet shipped	Track Order
All items shipped	Track Order View Invoice
All items shipped	Track Order View Invoice
All items shipped	Track Order View Invoice

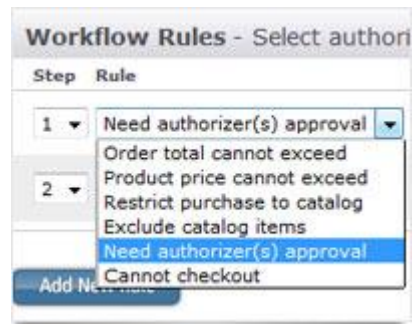
Track Purchases. Track order and view invoices conveniently from one location.

This feature offers a full breadth of tools to track order status, purchasing history and financing options. Original invoices can be printed; giving a view into outstanding balances and invoices, credits, adjustments and/or payments. Agencies can download their purchasing history in preferred time increments (such as month-to-date, last six months, prior year, etc.) in any number of formats. The system lets users automatically save this data in spreadsheet or database applications. Authorized users can readily search their order, get a tracking number, check shipping status, and request a Return

Merchandise Authorization (RMA).

Purchasing Authorization System (PAS) — Streamline Purchasing Approvals

CDWG@work also automates the approval process. PAS enables customers to restrict their employees' purchasing power and to automate required approvals before they place any order. PAS bypasses the laborious step of having a purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems, which can all function independently for many departments/locations within the procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on their extranet.



Monitor Purchases. PSA removes the need for a purchasing admin to personally place each order.

Product Finders — Easily Find the Right Accessories and Supplies

CDWG@work and CDWG.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions, and other devices. Customers can also search for desktops and notebooks. Product Finders guides to the technology solutions that fit agencies needs and will even help find information for discontinued models. These Finders were designed to ensure compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection, and cases and bags.

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

The City can review the current contract’s CDW•G Premium Page at www.cdwg.com/nationalipasolutions. When placing an order, agency members log into their own personal CDW•G Extranet to complete the procurement. This account is available twenty-four hours a day, seven days a week. On this site, agencies can compare products, quickly find compatible accessories, and select from a number of shipping options. However, this account offers more than just ordering functions. Agencies can track spend history, manage assets, and create customized reports. If they are in need of customer service assistance, they can reach their account manager, chat with or email a representative, and even place an RMA request. For an Extranet tour, visit <http://www.cdwsiteinfo.com/extranet-video/>.

The Extranet is not the only site we offer helpful tools to our customers, our main page, [cdwg.com](http://www.cdwg.com) has a plethora as well. For a tour of this site’s functionalities, visit <http://www.cdwsiteinfo.com/cdw-site-tour/>.

CDW•G will continue to build new e-Procurement solutions and feature enhancements based on customer feedback. We strive to regularly incorporate new features and capabilities that ease inventory headaches.

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

In May 2012, CDW•G was ranked No. 10 on the list of America’s 500 largest e-retailers by Internet Retailer’s Top 500 Retail Web Sites Guide for the third consecutive year.

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

CDW•G does not have any scheduled extranet down time. Our website’s availability is above 99.95%. We are constantly imaging and activating revisions while the site is fully operational. CDW•G works to ensure that there is redundancy in place to minimize any risk of downtime for contract purchasers.

We typically inform our customers of scheduled extranet outages 24-48 hours in advance. When these outages must occur, which is not often, we tend to schedule them on weekends when there is the least impact on the customer. In 2012, our site was only down for maintenance Sunday during the week of 4th of July and Sunday before Labor Day in September. We are capable of advising customers of any significant change (SSL Certificate Update, Change in IP block being used, major look and feel update) 45 days ahead of the scheduled change. Customers can let their Account team know if they would like to be added to this notification list.

5. Does your website offer real time product availability?

Yes, most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Our channel distributor partners send us daily EDI downloads, which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.

Using a Just-In-Time inventory management system, our purchasing department excels at keeping a one-to four-week supply of products in our distribution centers (depending on current sales volume trends for each product). We scan inventory as it enters the distribution center, as it moves through the fulfillment

process, and before it leaves the centers. This allows us to maintain near perfect inventory accuracy. The system processes and transmits each scan in real-time, providing immediate inventory updates.

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

No, our site does not currently offer order size incentives. However, due to the relationships our Account Managers have with their customers, they are often engaged in large purchases from the onset, and work with our Manufacturer partners to gain further cost savings. In rare instances where an Account Manager not be engaged in the process prior to the order being placed, they review all orders that would potentially fall within this category, and would address the potential savings at that time.

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

The CDW•G website generates customer email confirmations for events including quote and order confirmations, notification of back orders, as well as shipment notifications. Customers can enroll in paperless billing to receive all invoices via email, and they can schedule an email reminder to order the products frequently used. Additionally, order status information is available 24 hours a day on the customer's CDW•G Extranet.

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

Wilson Garcia, your dedicated Program Manager, adds new members to the contract typically within a week of receiving a new member list from National IPA. Should a new member need immediate access to the contract, CDW•G Account Managers have been trained to request the new member forward them the confirmation they receive from National IPA. The Account Manager then provides this confirmation and the customer's CDW•G account number to Wilson, who immediately adds them to the system for contract access. If the agency does not already have an Extranet account, there are a few short steps for them to create an account. Once the customer creates their account, they simply log on to access the contract. Account Managers provide any registration assistance.

9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc.

Your Program Manager, Wilson Garcia, works with the City and National IPA to customize the contract site as detailed in this requirement. As detailed previously, the site currently displays the National IPA logo, displays a customized message, highlights appropriate products, and has fields named as specified by the City.

Agencies customized extranet home page will provide authorized users with quick and easy access to the following features:

Quick Cart – Enables users to add items directly to their cart by typing in the CDW part number.

Account Team – Displays the “In/Out” status of your dedicated Account Manager and provides immediate and direct access to your dedicated Account Manager via phone fax and email. Also, provides a link to your entire dedicated Account Team.

News – Provides additional information on extranet tools and enhanced features.

Promotions and Updates - Shows current promotions and updates to technology solutions.

Featured Products – Highlights specific products and solutions.

Recent Orders – Displays information for orders for the past 45 days including order status, purchase date, purchase order number, purchaser, and sub-total.

Contracts – Provides details of pricing contracts for your organization and enables you to download pricing for your contracts.

Bundles – Takes the guesswork out of repeat purchases. Administrators can create custom bundles containing their company’s standardized solutions.

Individual Products – Allows administrators to highlight products for quick and easy access.

Comparison Charts – Helps users to compare the features and prices of multiple products during the shopping process and save those comparisons for future reference.

Links – Lets users maintain easy access to manufacturer websites and other helpful online destinations.

There are links to additional extranet features that are only a click away. These features include:

My Purchases – Offers a full breadth of tools to track order status, purchase history, and financial information.

Security Settings – Enables administrators to restrict users’ access to specific functions.

Asset Management – Enables you to create and download a detailed report of your organization’s hardware assets that have been asset tagged.

Software License Tracker – Simplifies software license management and reduces the risk of non-compliance.

Quotes – Enables you to create your own quote right from your shopping cart, forward it for pre-authorization, and convert it to a live order.

Purchase Authorization – Automates approval process and manages users’ purchasing power.

Custom Catalogs – Displays only products approved for purchase by your organization.

Online Chat – Puts users in direct contact with customer relations, technical support, and e-support team representatives.

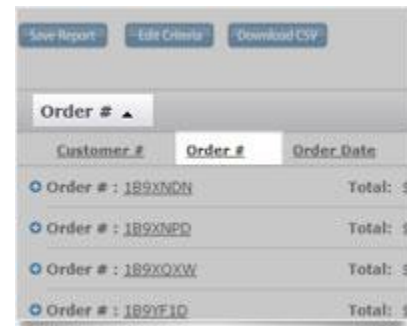
10. Describe the types of online reporting that are available. Is customized reporting available?

CDW•G's reporting capabilities are extremely flexible and comprehensive. CDW•G Extranet provides access to real-time information in a way that is convenient and easy to use. This is one of the most used areas of our site and we made some significant look and feel changes to the reporting sections in December 2012.

The City of Tucson authorized users have access to your extranet 24 hours per day, 7 days per week. Authorized users have the ability to generate a variety of reports via their agency's extranet.

Data fields include, but are not limited to:

- Product name
- Item description
- Part number
- Cost per unit
- Order quantity
- Delivery location
- Date ordered
- Purchase Order#
- Purchased by



Customer #	Order #	Order Date
	Order # : 189XNDN	Total: \$
	Order # : 189XNPD	Total: \$
	Order # : 189XQXW	Total: \$
	Order # : 189YF1D	Total: \$

User – Friendly Reporting.

Customers can customize their own reports in their extranet.

Agencies can view standard reports, and create and save custom reports. Reports can also be generated for a variety of timeframes; differentiated by site, division, department, buyer, city, state, product, etc. Users can select from Microsoft Excel, CSV and tab-delimited files for report downloading.

11. Describe your online return process (if available).

In order to return any product to CDW•G, including damaged or defective products, contract users must request a Return Merchandise Authorization (RMA) number.

The most efficient way to request an RMA number is via the customer's CDW•G Extranet. When an RMA request is entered, the system automatically checks several factors to see if the RMA can be automatically approved. If the return meets these factors, the RMA number is emailed directly to the customer. Should the auto-approval criteria not be met, the RMA will route to Customer Relations for processing. The benefit of our automated system is faster turnaround time on most RMA approvals.

Once CDW•G has processed the request, the customer receives an email with the RMA number. The approved RMA number must be clearly noted on the shipping label of each box.

12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?

CDW•G has implemented ecommerce solutions with over five thousand customers on most of the major purchasing platforms (78 identified for customer integrations as of January 2013). We likewise provide level III/tier 3 credit card reporting and provide financial reports (invoices and histories) in different

automated formats for compatibility with financial systems. While our website is compatible with third party e-commerce solutions, the CDW•G is owned and managed in-house without reliance on third party support for our key web systems.

Below are examples of ecommerce methods CDW•G currently supports with our customers:

FTP (File Transfer Protocol)

CDW•G's FTP processing is flexible; we can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We can also exchange stream files – one continuous stream of data (variable length). Naming conventions for files and the number of files exchanged are flexible.

CDW•G or the customer can host the FTP site. UserID and Password are required to access our FTP site. CDW can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

CDW•G uses PGP to encrypt data exchanged FTP. PGP (Pretty Good Privacy) is widely available and uses public-key cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW•G can also support FTP using SSH or SSL session encryption.

EDIINT-AS1

This communication method uses the e-mail system to transfer encrypted data over the internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

EDIINT-AS2

This method uses the internet to exchange data. This communication method uses an HTTP post (language of web sites) to transfer encrypted data over the internet. The partner needs to have an AS2 compliant software package that can encrypt and decrypt EDIINT AS2 data.

HTTPS (HyperText Transmission Protocol, Secure)

This method allows CDW to send and receive data through a Web Server using HTTP/S. HTTP is traditionally used for displaying interactive Web pages, but can also be used as a communication method.

VAN (Value Added Network)

A VAN is the least desirable method due to the fees incurred for this third-party service. CDW•G will be happy to work with you in any capacity to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to a VAN and the VAN should exchange in a secure fashion as well.

13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

The CDW•G website is the 10th largest website in the world measured by revenue volume. While we no longer release specific website sales numbers, past numbers indicate that our website is now processing over \$2 billion per year in transactions. Additionally, the website is estimated to assist with another \$4 billion in sales that are finalized on the phone or via purchase order.

The extreme volume and business-critical nature of the CDW•G website means we must focus on usability and uptime at all times. CDW•G employs over 200 in house IT personnel to keep the website accurate and running; their success is reflected in the less than 6 minutes of unplanned downtime last year - an uptime exceeding 99.997%.

Because the website processes such volume, new functionality is constantly in the works but never fully implemented until we have conducted rigorous testing for usability, compatibility and perceived value to our customers. In February 2012 CDW•G rolled out a new look to our website that changed the colors and locations of some of the features, but did not constitute an underlying significant change to the website core or hardware. We made these changes so that the site would be more intuitive, and so that there was more continuity across all the pages/features/tools located on the site. We redesigned our FAQ area and made it interactive via <http://www.cdwg.com/explore> and added PDF and streaming content. We have also added a new Solutions & Services section, which contains streaming content and white papers that cover all the comprehensive categories where our software and hardware solutions pair with best in class support and advanced technology services.

As a world-leading website, the CDW•G site has the functionality to be compatible with our most advanced customer needs, including advanced security, multi-level approvals, asset tracking and others. Our staff of 200 will always be expanding these capabilities as advancements in technology and customer needs dictate.

Tab Nine



Proposed
Alternative
Contract
Language

Proposed Alternative Contract Language

CDW•G proposes the following changes and alternative language, which are identical to those found previously acceptable by the City for the current agreement. As requested, our payment address is as follows.

Remit address:
75 Remittance Drive, Suite #1515
Chicago, IL 60675-1515

RFP

Page 4 of 25,

2.2 Pricing Commitment

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

Page 5 of 25,

2.3 Sales Commitment

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

Pages 6 - 7 of 25,

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
- ~~ii. Best government pricing~~
- ~~iii.ii. No cost to participate~~
- ~~iv.iii. Non-exclusive contract~~

Page 11 of 25,

MONTHLY REPORTING & FEES

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

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by ~~Principal Procurement Agency or National IPA Supplier~~. Monthly reports and the quarterly administrative fee applicable to each quarter are due within 30 days of the end of each calendar quarter as set forth above. Auditing is solely for the purpose of verifying Supplier's compliance with this Agreement. The audit must be pursuant to a signed Supplier's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Supplier is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.

Page 12 of 25,

National IPA or its designee may, at National IPA's sole discretion, compare public agency records with Monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage outside services to conduct an independent audit of Supplier's Monthly reports ~~and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit at National IPA's expense.~~

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

SCOPE OF WORK

~~7. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification. All defective products shall be replaced in accordance with Vendor's then-current return policy which may be modified by Vendor from time to time. To obtain Vendor's current return policy, the City~~

should contact CDW Customer Relations at 866.SVC.4CDW or via email at CustomerRelations@cdw.com. The City must notify CDW Customer Relations of any damaged products within ten (10) days of receipt.

SPECIAL TERMS AND CONDITIONS

- ~~2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection. If the City provides the Supplier with the City's carrier account number or selects a carrier other than a carrier that regularly ships for the Supplier, title to products and risk of loss or damage during shipment pass from the Supplier to the City upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to products and risk of loss or damage during shipment passes from the Supplier to the City upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s) and the City's rights therein are contained in the license agreement between such licensor(s) and the City. A purchase money security interest is retained in the products to secure payment in full. The City authorizes the Supplier to file a financing statement reflecting such security interest and, if requested, the City will record such purchase money security interest on its books~~
5. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, and State, ~~and local~~ licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

STANDARD TERMS AND CONDITIONS

2. **AFFIRMATIVE ACTION:** Contractor shall abide by ~~the provisions of the Tucson Procurement Code Chapter 28, Article XII all applicable federal and state laws.~~
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any of its rubbish from the premises and all tools, scaffolding, equipment and materials ~~not that are the~~ property of the ~~City~~ Contractor. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike the same condition as before the work began, excepting normal wear and tear.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls ~~that are acceptable to the City~~ for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

15. EXCLUSIVE POSSESSION: ~~All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City. The City's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Contract that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for the City's internal use. The City will have no ownership or other property rights thereto, and the City shall have no right to use any such Work Product for any other purpose whatsoever. The City acknowledges that the Contractor may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). The City agrees that its right to use Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties~~

19. HUMAN RELATIONS: Contractor shall abide by ~~the provisions of the Tucson City Code Chapter 28, Article X~~all applicable federal and state laws.

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all claims brought by a third party for death or personal injury to a third party, or damage to tangible personal property suffered or incurred by the City allegedly resulting from the grossly negligent or willful misconduct of the Contractor, its employees, agents, contractors, representatives or affiliates. However, notwithstanding the prior sentence, a claim for death or personal injury to a third party or damage to tangible personal property shall not be an indemnified claim if such claim or damage was caused in whole or in part by the actions of the City, its employees, agents, contractors or representatives. Indemnified claims also do not include any damages or liability excluded in this bid. In addition, the Contractor will not be liable, through indemnification or otherwise, for any loss, damage, expense, liability, action, suit or proceeding allegedly arising out of loss or damage to software or the data processed by such software or hardware, or loss of use of hardware. allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. The obligation of the Contractor to indemnify and hold the City harmless is contingent upon the City providing the Contractor with (i) prompt written notice of and description of each claim, (ii) sole authority to defend or settle any such action, suit or proceeding, and (iii) all reasonable assistance in any such defense.

22. INSPECTION AND ACCEPTANCE: ~~All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination. Acceptance occurs on the date that products are delivered subject to Contractor's standard return policy. Contractor offers a thirty (30) day return policy on most of the products that Contractor sells to its customers. Some manufacturer restrictions apply. Please refer Contractor's return policy which is available through your account representative or at www.cdwg.com~~

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

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

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

32. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to verifying Contractor's compliance with this Contract. Any Contract audits must be pursuant to a signed Contractor's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

The City expressly waives any claim that it may have against the Contractor or its affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any product and also waives any right to indemnification from the Contractor or its affiliates against any such Claim made against the City by a third party. The City acknowledges that no employee of the Contractor or its affiliates is authorized to make any representation or warranty on behalf of the Contractor or any of its affiliates that is not in this Contract.

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

If in connection with the provision of products, the City desires to have the Contractor provide installation of custom software images, the City will be required to execute an Installation Indemnity Agreement, a form of which is provided at <http://www.cdw.com/forms/indemnity/app.asp>.

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL THE CONTRACTOR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST THE CITY BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE CITY'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY THE CONTRACTOR OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY THE CONTRACTOR OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF THE CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY THE CITY FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Tab Ten



Appendix

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

1983

DATE: DECEMBER 2, 2013

AGENDA ITEM NO. 7c.

To: Mayor and City Council
From: Peter E. Auger, City Manager; Will Cagle, Director of IT Department
Submitted: November 26, 2013
Subject: Motion: Approve the proposed upgrade from Microsoft Exchange Server 2007 to Microsoft Exchange Server 2013

INTRODUCTION AND HISTORY

The 2013 Approved Budget includes \$20,000 to upgrade the outdated Microsoft Exchange Server 2007 software with Microsoft Exchange Server 2013. The Microsoft Exchange Server 2007 is close to seven years old and two releases behind the current version.

Exchange Server 2013 has a lot of new features that help it stand out from previous versions. For example, it has eliminated the main issues that prevented most IT professionals from placing older versions (such as 2007) on a virtual server environment. The fact that Exchange 2013 can be placed on a virtual server means the City does not need to purchase a robust server in order to run it; saving the City around \$8,000 in hardware costs. It also uses a single web-based interface (called Exchange Administration Center) which will allow the IT Department to easily access and administer all of the Exchange services. The Unified Messaging has an added feature that allows it to include a text preview of each voicemail along with the audio file. Exchange Server 2013 automatically retains data based on policy requirements and stores older content in an In-Place Archive.

It also has made improvements on some of the standard features it provides, such as Data Loss Prevention (DLP), Data encryption, and enhancements on web-based email's accessed via Smartphone's, tablets, and browsers.

Finally, we plan to purchase Microsoft Exchange Server 2013 from CDW-G who offers this software/license under **National IPA** pricing that discounts from the normal price list by a substantial percentage (similar to GSA pricing.) National IPA (www.nationalipa.org) is a cooperative purchasing organization that is open to participation by local municipalities. In accordance with our purchasing ordinance, Chapter 2, sec. 2-215 of the City of Auburn Hills Code of Ordinances, cooperative purchasing under National IPA is an authorized method of competitive bidding. *The agent shall have the authority to join with other units of government in cooperative purchasing plans when the best interests of the city would be served thereby.*

The proposed purchase from CDW-G will provide one Microsoft Exchange Server 2013 Standard software license for \$482.53 and 200 Microsoft Exchange Server 2013 UCAL licenses for \$11,194.00, bringing the total project cost to \$11,676.53, which is \$8,323.47 under budget.

STAFF RECOMMENDATION

Staff recommends the purchase the Microsoft Exchange Server 2013 upgraded software and licenses from CDW-G for a total \$11,676.53.

MOTION

Move to approve the purchase the Microsoft Exchange Server 2013 upgraded software and licenses from CDW-G in the amount of \$11,676.53.

I CONCUR:

on behalf of

PETER E. AUGER, CITY MANAGER



Information Technology Solutions,
including desktops, notebooks, servers, software, peripherals and services
Executive Summary

Lead Agency: City of Tucson, AZ
RFP Issued: January 22, 2013
Date Open: February 19, 2013

Solicitation: RFP #130733
Pre-Proposal Date: January 29, 2013
Proposals Received: 4



Awarded to:

The City of Tucson, AZ Department of Procurement issued RFP #130733 on January 22, 2013, to establish a national cooperative contract for informational technology solutions.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- Hawaii Tribune–Herald, HI
- Daily Journal of Commerce, OR
- Times Union, NY
- The State, SC
- The Olympian, WA
- National IPA website

On February 19, 2013, proposals were received from the following offerors:

- Intertech
- En Pointe Tech
- GBH Communications
- CDW Government

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee discussed the relative strengths and weaknesses of the proposals, scored and ranked the proposals. As a result, the committee recommended entering into exclusive negotiations with the intent to award to the top ranked firm, CDW Government.

The City of Tucson, AZ, and CDW Government successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of August 18, 2013.



Contract includes:

A comprehensive product and service offering including desktops, notebooks, servers, software, peripherals, cloud computing, consulting/analysis, design, technical support, leasing/financing, trade-ins, repair, configuration/system configurations, implementation, training, maintenance, installation, system testing, upgrades, and imaging.

Term:

Initial one year agreement from August 18, 2013 through August 17, 2014, with option to renew for four (4) additional one-year periods through August 17, 2018.

Pricing/Discount:

Discount off product categories with an additional 2% discount on Hewlett Packard products.

CDW Government LLC, CONTRACT

See Contract for Item 7b.
(Identical contract)

DECEMBER 2, 2013

AGENDA ITEM NO. FOR CLERK'S USE COMMUNITY DEVELOPMENT DEPARTMENT

To: Mayor and City Council
From: Peter E. Auger, City Manager; Steven J. Cohen, Director of Community Development; and Shawn Keenan, Water Resources Coordinator
Submitted: November 27, 2013
Subject: **Dollar General – Retail Building**
Motion - Site Plan approval for Dollar General

INTRODUCTION

This is a request for approval to construct a 9,100 sq. ft. retail store, on a two acre site zoned B-2, General Business district. The property is the site of the former Fiero Lanes Bowling Alley, located on the east side of Opdyke Road between the Clinton River Trail and South Boulevard.

Founded Springfield Kentucky in 1955, Dollar General is one of the nation's largest small-box discount retailers, operating more than 8,965 stores in 40 states. Their stores offer a variety of the most popular brands at low everyday prices. They rank among the largest retailers of top-quality brands such as Proctor & Gamble, Kimberly Clark, Unilever, Kellogg's, General Mills, and Nabisco.

The demolition of the existing building is anticipated to take place in December 2013 and ground breaking is anticipated to take place in early Spring 2014, or sooner if weather permits. It is Dollar General's goal to have their grand opening in Fall 2014.



Bird's Eye View

The total investment of the project is estimated at \$1 million. The new store is expected to employ approximately eight to ten people.



Rendering of Proposed Building

EXISTING SITE CONDITIONS

The Fiero Lanes Bowling Alley closed around November 2010. Since that time the site and building have deteriorated due to lack of maintenance. On March 8, 2011 the City became aware of a broken fire suppression line within the vacant building that caused excessive flooding within the building. Although water had been shut off to the building, the building had a second separate line off the main water line dedicated for fire suppression which is highly uncommon. After much investigation by the Fire Department and DPW staff, the second line was located and the water from the second line was shut off, disconnected and capped. City staff contacted the “owner on record” to notify him about the problem. The “owner on record” informed staff that the building was now owned by the bank and the water had been running for at least two days.

The water from the broken pipe created extensive damage within the building making renovation of the existing building cost prohibitive.



Deteriorating Building Facade

The vacant building has a vast parking lot which will be removed and reduced



Existing Pole Sign to be Removed



Back of Building Facing Residential Properties



North Side of the Building



South Side of the Building

KEY ISSUES

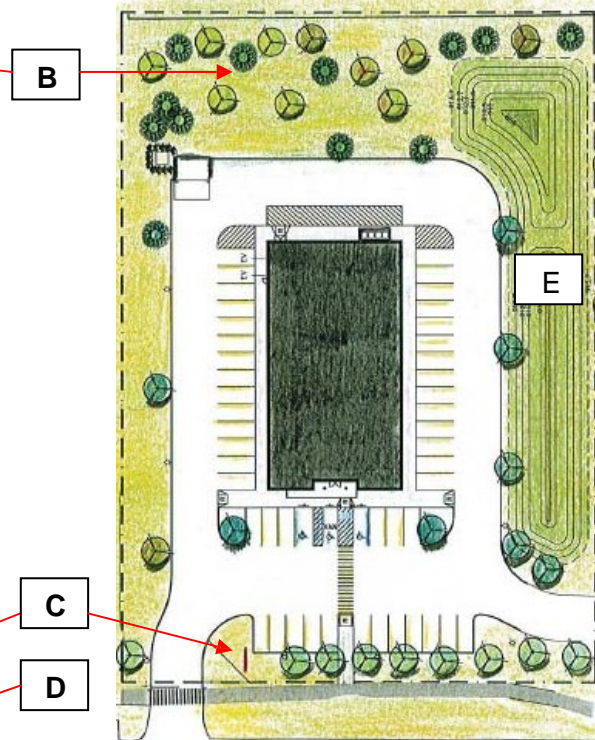
1. Revitalization of Opdyke Road Corridor

The proposed redevelopment of the vacant Fiero Lanes Bowling Alley site will be a positive step in revitalizing the Opdyke Road Corridor. The proposed modernized Dollar General store will help the City maintain a viable and sustainable retail corridor that will benefit both the residents and businesses in the surrounding area. Additional benefits include:

- A. Demolition and removal of the vacant and dilapidated building
- B. New building rear building setback provides a greater buffer to the adjacent residential properties to the east, with 21 trees being planted were currently none exist.
- C. Existing pole sign to be removed and replaced with monument sign.
- D. Removal of the existing southern curb cut along Opdyke Road will improve traffic safety along the road.
- E. The site will meet the current stormwater management standards, thereby improving water quality.
- F. An estimated 330% increased in on-site greenspace, greatly reducing the amount of impervious surface and benefit the site.
- G. Expansive parking lot to be removed and replaced with smaller parking lot.
- H. Old parking lot style lights will be replaced with new updated light poles
- I. On-site landscape trees increase from zero to 40.



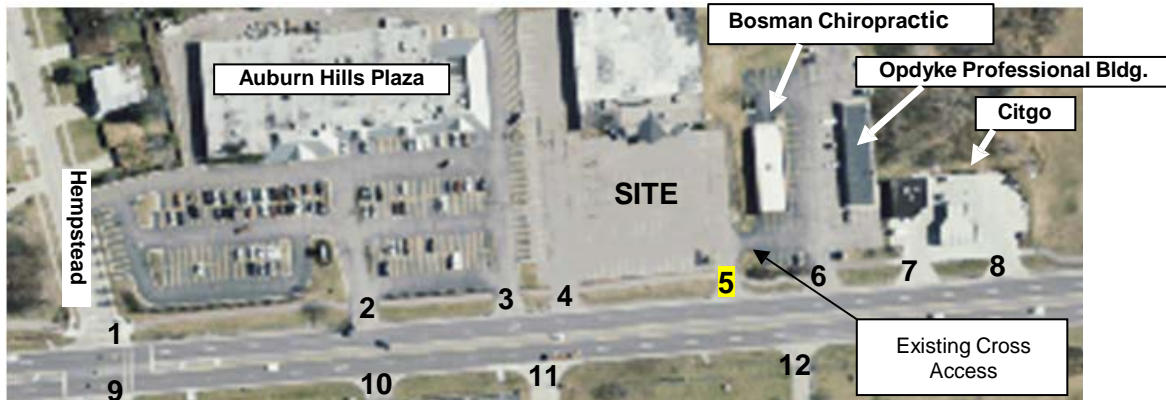
Existing Site Conditions



Proposed Site Plan

2. Traffic Safety

The Police Department is in favor of eliminating the site's existing south access second drive (No. 5 below). The reduction of curb cuts (12 to 11) along the 1/5th of a mile stretch of Opdyke Road will help improve traffic safety along Opdyke Road. An existing cross access drive is provided to the south property will be maintained. A cross access drive to the north was contemplated, however it was determined to proceed with the existing design due to complications with easement acquisition and loss of parking spaced within the Auburn Hills Plaza parking lot.



**Location of the existing curb cuts along Opdyke Road
Curb cut 5 is proposed to be eliminated**

STAFF RECOMMENDATION

Please be advised that this project has been reviewed by the city's Administrative Site Plan Review Team (consisting of the City Manager, Police Department, Fire Department, Community Development Department, Department of Public Services, and Engineering Consultant) and has received a recommendation for approval.

We recommend Conditional Approval of the Site Plan and offer the following discretionary findings of fact:

- 1) The Site Plan contains sufficient basic information required by the Zoning Ordinance for a recommendation.
- 2) The requirements of Section 1815, Items 7A-7E of the Zoning Ordinance can be met as follows:
 - a) All requirements and standards of the Zoning Ordinance, and other city Ordinances, can be met.
 - b) Safe, convenient vehicular and pedestrian ingress/egress has been depicted; primary access will be to Opdyke Road.
 - c) Traffic circulation features within the site and the location of parking areas avoid common traffic problems and can promote safety.
 - d) A satisfactory and harmonious relationship will exist between the proposed development and surrounding area.
 - e) The proposed use will not have an unreasonable, detrimental or injurious effect upon the natural characteristics of the subject parcel, or the adjacent area.
- 3) Based upon the project's total square footage, 49 parking spaces are required and 49 parking spaces are depicted.
- 4) The parking layout meets minimum requirements and parking spaces are provided for the handicapped (Two are required and three are provided). One space is van accessible.
- 5) Building and parking setback requirements will be met.
- 6) Greenbelts will be provided.
- 7) Landscape requirements will be met and calculations have been submitted.
- 8) A note indicates that exterior lighting shall meet the requirements of the Zoning Ordinance. Pole and wall-mounted lighting shall be shielded and directed downward. Lamp bulbs and lens shall not extend below the light fixture shields. Light poles shall not be taller than the proposed height of 20 ft. from grade.
- 9) A note indicates that signs shall meet the requirements of the Zoning Ordinance.
- 10) A note indicates that parking spaces shall be double striped.
- 11) Ground-mounted mechanical equipment will be screened.
- 12) A note indicates that all storage and display of material, merchandise and equipment shall be within the building.
- 13) An eight foot pathway currently exists along Opdyke Road. Complete Streets considerations were made as part of the site design with a dedicated walkway proposed from the pathway to the building.
- 14) The developer has submitted a USGBC LEED checklist identifying a number of green/sustainable design elements being incorporated into the development. At this time the owner is not proposing to pursue LEED certification.

Conditions:

1. The developer has agreed to prep the parking lot with the installation of electrical stubs at planned electric vehicle charging station locations and run conduit from the power source to the stubs to support future installation, when needed.
2. All trees shall be State Department of Agriculture Nursery Grade No. 1 or better.
3. All landscape areas shall be irrigated with an underground sprinkler system.

PLANNING COMMION RECOMMENDATION

Recommended Approval on November 26, 2013 (6-0 vote).

MOTION

“Move to accept the Planning Commission’s recommendation and approve the Site Plan for Dollar General subject to staff and consultants conditions.”

I CONCUR: _____



PETER E. AUGER, CITY MANAGER

RECEIVED

NOV 01 2013

Development

AUBURN HILLS
COMMUNITY DEVELOPMENT

Application



Project Name: DOLLAR GENERAL

General Project Location: 645 S. OPOYCE RD

E. SIDE OF OPOYCE BT SOUTH BOUND AUBURN
RD

Parcel Size: 2 ACRES Zoning: B-2

Sidwell Number(s): 14-35-303-026

Project Description: ONE STORY RETAIL

BUILDING

Building Size (sq. ft.): 9,100 SF

City Use Only	
Address:	<u>645 S. OPOYCE</u>
Date Received:	<u>11-1-13</u>
Fees Paid:	<u>\$4,750.00</u>
Sign(s) Estrow:	
SP #:	<u>130012</u>
SLU #(s):	
LD/LE/SUB #:	
RZ #:	
PUD #:	
ZBA #:	

Check requested review(s)

Site Plan

Tree Removal Permit

Special Land-Use Permit(s): _____

Land Division

Land Exchange

Subdivision

Planned Unit Development - Step 1/Step 2/Combined

Rezoning _____ to _____

ZBA Variance or Interpretation
(see supplemental application)

Other _____

Review of \$39,150.00
SIGN - 200.00

Applicant

Name: DESIGNHADS

Signature: [Signature]

Business Name and Address: 301 WALNUT

City: ROCHESTER State: MI Zip Code: 48307 Phone Number: 248-601-4422

Fax Number: 248-483-5854 Alt. Phone Number(s): _____

Property Owner(s)

Name: Peter Zingas

Signature: [Signature]

Business Name and Address: 4Z Properties, LLC 18400 TARA DRIVE

City: Clinton Twp State: MI Zip Code: 48036 Phone Number: (313) 910-0904
(Provide additional sheet if necessary for multiple property owners)



Please contact the City of Auburn Hills Community Development Department,
1827 N. Squirrel Road, Auburn Hills, MI 48326 / Phone: 248-364-6900 Fax: 248-364-6939
Home Page Address: <http://www.auburnhills.org>

2-01-10 Version

30739



Excerpt
Not Yet Approved
**CITY OF AUBURN HILLS
PLANNING COMMISSION**

November 26, 2013

CALL TO ORDER: Chairperson Ouellette called the meeting to order at 7:00p.m.

ROLL CALL: Present: Beidoun, Hitchcock, Mendieta, Shearer, Ouellette, Emery
Absent: Verbeke, Pierce, Spurlin
Also Present: Water Resource Coordinator Keenan, Director of Parks and Recreation Marzolf, DPW Deputy Director Grice, City Council Member Mitchell
Guests: 3

LOCATION: City Council Chamber, 1827 N. Squirrel Road, Auburn Hills, MI 48326

5a. Dollar General – Retail Building (7:01)

Recommend to City Council for Site Plan approval to construct a retail building.

Mr. Keenan explained this is a request to construct a 9,100 square foot retail store for Dollar General on the site of the vacant Fiero Lanes Bowling Alley. The site is located on the east side of Opdyke Road between the Clinton River Trail and South Boulevard, just south of Auburn Hills Plaza.

Fiero Lanes closed in late 2010 and since that time the building has deteriorated due to lack of maintenance. In 2011 a broken fire suppression line flooded the building causing extensive damage making renovations cost prohibitive. A portion of the buildings brick façade has damage from ice build-up.

The existing greenbelt buffer behind the building is only a 30 foot wide with a six foot high wall to obscure its view from the adjacent residents in Bloomfield Orchard subdivision. No trees currently exist in the 30 foot buffer. The north side and south side of the building have downspouts that do not extend to the ground.

The existing pole sign will be removed and replaced with a new monument sign near the north entrance drive.

Plans call for the demolition of the vacant building and being replaced with a new retail building for Dollar General. The proposed site design will create a 76 foot wide greenbelt with 21 trees to help buffer the building from the adjacent residential properties, add a storm water detention pond complying with current standards, and removing the southern cub-cut, which will improve traffic safety along Opdyke Road. The existing cross access with Bosman Chiropractic to the south will be maintained. Complete Streets considerations were made as part of the site design with a dedicated walkway proposed from the pathway to the building.

The estimated \$1 million investment will create a modern retail store, employing eight to 10 people, and also help improve and maintain a viable and sustainable retail corridor along Opdyke Road.

The plans have been reviewed by the City's Administrative Review Team who recommends approval.

Peter Zingas the developer and members of his design team from Designhaus are here to answer any questions you may have.

Mr. Zingas noted he was very grateful for all the assistance he received from the City staff during the process and is looking forward to breaking ground as soon as possible.

Mr. Beidoun asked about the façade of the building; the materials that will be used and if effice is included in the design.

Peter Stuhlreyer of Designhaus Architecture explained this façade is unique Dollar General design, that was encouraged by City staff. The design is more contemporary, using very low maintenance or no maintenance materials throughout the design. There is no corrugated metal, it is pre-finished smooth metal, the banding on the building is a new product, fiber cement. There is a similar product for residential use; however, this product is thicker, more durable and pre-finished. There is no effice on this building, at all, the design is very clean and upscale for a Dollar General.

Mr. Ouellette noted it will be a nice improvement and appreciates the landscaping and the position of the building.

Moved by Mr. Beidoun to recommend to City Council approval of the Site Plan for Dollar General subject to staff and consultants conditions.

Supported by Mr. Hitchcock

VOTE: Yes: Beidoun, Emery, Hitchcock, Mendieta, Ouellette, Shearer

No: None

Motion Carried (6-0)



ARCHITECTS. ENGINEERS. PLANNERS.

November 21, 2013

Steve Cohen, Community Development Director
CITY OF AUBURN HILLS
1827 Squirrel Road
Auburn Hills, Michigan 48326

Regarding: Dollar General, (PSP #13-0012)
Site Plan, 1st Review

Dear Mr. Cohen:

We have completed the site plan review for the above referenced project with respect to grading, paving, storm drainage/detention, and availability of municipal utilities to serve the site. The site plan, received by this office on November 19, 2013, was prepared by Designhaus & K2 Land Consultants. The review comments are noted below.

PERMITS:

Various permits will be required for this site, including but not limited to the following:

- Soil erosion permit from O.C.W.R.C.
- Right-of-way construction permit from R.C.O.C.
- Water main extension permit from M.D.E.Q.
- Stormwater discharge permit from R.C.O.C.

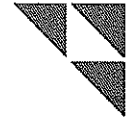
GENERAL:

The site is located on the east side of Opdyke Road between the Clinton River Trail and South Boulevard. The applicant is proposing to demolish an existing bowling alley and construct a 9,100 square foot commercial building on the 2.00 acre site. The proposed site work will include adjacent parking, detention pond with forebay, and a screened dumpster area. The proposed parcel and adjacent properties along Opdyke to the north and south are zoned B-2, General Business with R-1, One Family Residential zoning to the east of the site. A legal description of the parcel is shown on the plan. The south access drive, which is one of two existing site access drives from Opdyke, is proposed to be eliminated. A cross access drive with the property to the south will remain.

A demolition plan for the site which indicates removal of existing site utility services, site pavements and building should be included for the engineering review. The City of Auburn Hills standard notes are included in the plan set along with the standard Fire Department notes. The City of Auburn Hills Standard Detail sheets were not included in the plan set and must be included in the engineering review submittal. A landscape plan was included in the plan set and appears to be acceptable. The applicant shall indicate measures for soil erosion and sedimentation control in the engineering review submittal.

MUNICIPAL UTILITIES:

An existing 8" water main is located along the east property line and currently services the site with a 6" service. The applicant proposes to connect to the existing water main at the north east corner of the site and extend 8" water main along the north property line to provide two fire hydrants and domestic service on the north side of



the building. A 12-foot wide public easement along the water main is proposed. The applicant shall provide the City of Auburn Hills Standard Water Main Details in the engineering review submittal.

An existing 8" sanitary sewer is located on the adjacent property to the south. The applicant proposes to tap the existing manhole and extend a 6" service lead to the south side of the building. The applicant shall provide the City of Auburn Hills Standard Sanitary Sewer Details in the engineering review submittal.

STORM SEWER AND DETENTION:

The site is located within the Levinson drainage district. A storm sewer network exists along the east side of Opdyke Road which is under the jurisdiction of the Road Commission for Oakland County (RCOC). The applicant proposes to capture site storm water with three catch basins, convey it through a sediment forebay and into a detention basin that provides 100-year storage. Detention calculations have been provided on the plan and appear to be acceptable. The detention basin side slopes are greater than 1:6 due to site constraints and will be reviewed during engineering review. The applicant proposes to outlet via an outlet control structure to the existing RCOC storm sewer along Opdyke Road. The applicant needs to obtain a permit from RCOC for the storm sewer discharge. Preliminary storm sewer calculations have been provided. These calculations shall be updated to use Oakland County method for the engineering review.

PAVING & GRADING:

Two drives currently exist as access points to Opdyke Road. The proposed design maintains the northern drive approach to Opdyke Road, eliminates the southern drive approach, and maintains the existing cross access drive with the adjacent property to the south. A permit from RCOC will be required for the proposed approach work within the Opdyke right-of-way. The site's parking areas are proposed to be asphalt pavement; 4" of HMA on 8" aggregate base with 6" concrete curb and gutter. Proposed 7'-9' wide integral concrete curb and sidewalk surround the building and provide for connectivity with the existing 8' asphalt path along Opdyke. Proposed walk and pavement cross-sections have been provided and appear to be adequate. Further, plans indicate a location for the proposed dumpster pad and loading zone for the site. The loading zone needs to be concrete pavement, which can be addressed during engineering review.

Existing and proposed grades are indicated on the plan via spot elevations. The site generally slopes from east to west out to Opdyke Rd. right-of-way. Pavement slopes are to remain between 1% and 6% for drive areas, and between 1% and 4% for parking areas. There is an existing retaining wall on the adjacent property along a portion of the north property line that will remain. There does not appear to be any significant changes to the site's existing drainage pattern. Sidewalk ramps are shown on the plans and must comply with ADA requirements. The plans should reference the R-28 series MDOT Standard Details for construction of ramps.

TRAFFIC:

Access to the site is proposed via an existing driveway to Opdyke Road. Internal circulation within the parking lot and around the building is two-way. The drive aisle in the west portion of the parking lot has been increased to allow adequate space for truck maneuvering through the site. The applicant is proposing 49 parking spaces which include 3 barrier-free spaces and 2 designated for future electric vehicle charging stations. Furthermore, the parking spaces are dimensioned on the plan and appear to meet City requirements.

Concrete sidewalk is proposed to surround the building and provides access from the parking area to the store. A pedestrian connection is proposed from the front of the building to the existing pathway along Opdyke Road.



RECOMMENDATIONS:

The site plan is in substantial compliance with City of Auburn Hills requirements and has been stamped "Approved" by our office. We ask that site plan approval acknowledge the following:

1. The site improvement plan, designed in accordance with Ordinance No. 806, shall be submitted to the City for review and approval prior to construction. A detailed cost estimate for the improvements shall be submitted with the plans signed and sealed by the design engineer.

If you have any questions or are in need of any further information, please feel free to contact Melanie.Sobas@ohm-advisors.com at this office.

Very truly yours,
OHM Advisors

Melanie Sobas

Melanie Sobas for Timothy J. Juidici, P.E.

P:\0101_0125\SITE_AUBURNHILLSCITY\2013\0120131100_DOLLAR_GENERAL_MUNI\SITE\SITE-1.DOCX

Transmitted via e-mail to Steve Cohen: November 21, 2013

cc: file



DESIGNHAUS ARCHITECTURE

November 4, 2013

**RE: CITEZENS PARTICIPATION LETTER
DEVELOPMENT APPLICATION
PROPOSED DOLLAR GENERAL**

Dear Neighbor:

In accordance with the City of Auburn Hills *Citizen Participation Ordinance*, we are notifying you of a new proposed commercial development along Opdyke Road. Our Architecture Firm represents Dollar General and is seeking site plan approval for a new development. It is our intent to redevelop 645 Opdyke Road by removing the existing vacant building/bowling alley (aka Feiro Lanes), and construct a new 9,100 sq. ft. one story retail building. The proposed development is located on the east side of Opdyke Road, in between the Clinton River Trail and South Boulevard.

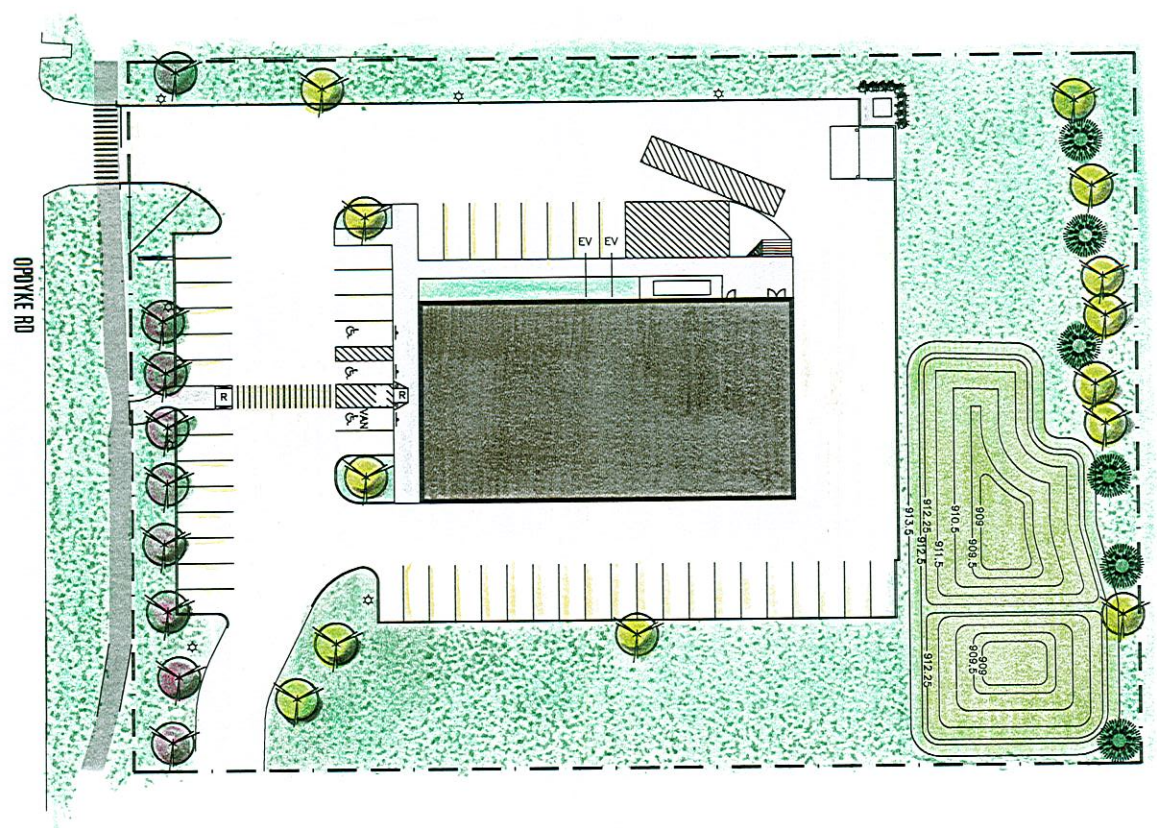
Dollar General is a national variety store chain with headquarters in Goodlettsville, Tennessee. As of January, 2012, Dollar General operated over 10,000 stores in 40 states. Offering consumer's savings on name brand and generic merchandise. The proposed building will offer customers ease of access and be operated during normal business hours (8:00am – 9:00pm).

The proposed building will exceed standards set forth by Dollar General's corporate office and will offer consumers a neighborhood convenience which will benefit all.

The City of Auburn Hills' Planning Commission is scheduled to review Dollar General's development application on Tuesday November 26, 2013. If you have any questions, concerns, or comments, please do not hesitate to contact me directly at 248-420-3655. If you wish to speak to a city representative, please contact Shawn Keenan, Water Resources Coordinator, at 248-364-6926.

Sincerely,

Peter Stuhlreyer, AIA
Designhaus Architecture



Dollar General - 645 Opdyke Rd.
 Auburn Hills, MI
 November 1, 2013

1 Landscape Plan
DATE: 11-01-13



DESIGNHAUS
 301 WALNUT BOULEVARD
 ROCHESTER, MI 48307
 T: 248.601.4422
 F: 248.453.5854
 WWW.DESIGNHAUS.COM







DESIGNHAUS ARCHITECTURE

November 19, 2013

**RE: CITIZENS PARTICIPATION REPORT-
PROPOSED DOLLAR GENERAL**

To whom it may concern:

In accordance with the City of Auburn Hills *Citizen Participation Ordinance*, the following is a report of the results of our community participation effort.

As required, we obtained the address labels of those with in the designated area of the proposed development. A letter describing the project, color elevation, and landscape plan were sent out to approximately 250 residences within 1,000' of the project area. These were mailed on Monday November 4. To date, 10 have been returned due to various reasons. Mainly vacated houses were the cause for rejection.

As a result, one person inquired about the project. Information regarding hiring process and date was requested. A return call was placed on November 8, and message left stating that a notice will likely be posted in the community newspaper, and a banner will be put up when the building is close to completion with more information. We feel this is a satisfactory response and consider the request fulfilled.

We have no concerns about the process and feel it provided a direct link to the surrounding community with the development. We will be available to answer any addition questions during the public meeting.

Sincerely,

Peter Stuhlreyer, AIA
Designhaus Architecture



LEED 2009 for New Construction and Major Renovations

Project Checklist

Project Name: Dollar General

Date: November 18, 2013

8 Sustainable Sites Possible Points: 26

Y	?	N			
Y			Prereq 1	Construction Activity Pollution Prevention	
1			Credit 1	Site Selection	1
1			Credit 2	Development Density and Community Connectivity	5
			Credit 3	Brownfield Redevelopment	1
1			Credit 4.1	Alternative Transportation—Public Transportation Access	6
			Credit 4.2	Alternative Transportation—Bicycle Storage and Changing Rooms	1
1			Credit 4.3	Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	3
1			Credit 4.4	Alternative Transportation—Parking Capacity	2
			Credit 5.1	Site Development—Protect or Restore Habitat	1
1			Credit 5.2	Site Development—Maximize Open Space	1
1			Credit 6.1	Stormwater Design—Quantity Control	1
1			Credit 6.2	Stormwater Design—Quality Control	1
			Credit 7.1	Heat Island Effect—Non-roof	1
			Credit 7.2	Heat Island Effect—Roof	1
			Credit 8	Light Pollution Reduction	1

1 Water Efficiency Possible Points: 10

Y	?	N			
Y			Prereq 1	Water Use Reduction—20% Reduction	
1			Credit 1	Water Efficient Landscaping	2 to 4
			Credit 2	Innovative Wastewater Technologies	2
			Credit 3	Water Use Reduction	2 to 4

1 Energy and Atmosphere Possible Points: 35

Y	?	N			
Y			Prereq 1	Fundamental Commissioning of Building Energy Systems	
Y			Prereq 2	Minimum Energy Performance	
Y			Prereq 3	Fundamental Refrigerant Management	
1			Credit 1	Optimize Energy Performance	1 to 19
			Credit 2	On-Site Renewable Energy	1 to 7
			Credit 3	Enhanced Commissioning	2
			Credit 4	Enhanced Refrigerant Management	2
			Credit 5	Measurement and Verification	3
			Credit 6	Green Power	2

1 Materials and Resources Possible Points: 14

Y	?	N			
Y			Prereq 1	Storage and Collection of Recyclables	
			Credit 1.1	Building Reuse—Maintain Existing Walls, Floors, and Roof	1 to 3
			Credit 1.2	Building Reuse—Maintain 50% of Interior Non-Structural Elements	1
			Credit 2	Construction Waste Management	1 to 2
			Credit 3	Materials Reuse	1 to 2

Materials and Resources, Continued

Y	?	N			
1			Credit 4	Recycled Content	1 to 2
			Credit 5	Regional Materials	1 to 2
			Credit 6	Rapidly Renewable Materials	1
			Credit 7	Certified Wood	1

5 Indoor Environmental Quality Possible Points: 15

Y	?	N			
Y			Prereq 1	Minimum Indoor Air Quality Performance	
Y			Prereq 2	Environmental Tobacco Smoke (ETS) Control	
			Credit 1	Outdoor Air Delivery Monitoring	1
			Credit 2	Increased Ventilation	1
			Credit 3.1	Construction IAQ Management Plan—During Construction	1
			Credit 3.2	Construction IAQ Management Plan—Before Occupancy	1
1			Credit 4.1	Low-Emitting Materials—Adhesives and Sealants	1
1			Credit 4.2	Low-Emitting Materials—Paints and Coatings	1
			Credit 4.3	Low-Emitting Materials—Flooring Systems	1
			Credit 4.4	Low-Emitting Materials—Composite Wood and Agrifiber Products	1
			Credit 5	Indoor Chemical and Pollutant Source Control	1
1			Credit 6.1	Controllability of Systems—Lighting	1
			Credit 6.2	Controllability of Systems—Thermal Comfort	1
1			Credit 7.1	Thermal Comfort—Design	1
			Credit 7.2	Thermal Comfort—Verification	1
1			Credit 8.1	Daylight and Views—Daylight	1
			Credit 8.2	Daylight and Views—Views	1

Innovation and Design Process Possible Points: 6

Y	?	N			
			Credit 1.1	Innovation in Design: Specific Title	1
			Credit 1.2	Innovation in Design: Specific Title	1
			Credit 1.3	Innovation in Design: Specific Title	1
			Credit 1.4	Innovation in Design: Specific Title	1
			Credit 1.5	Innovation in Design: Specific Title	1
			Credit 2	LEED Accredited Professional	1

Regional Priority Credits Possible Points: 4

Y	?	N			
			Credit 1.1	Regional Priority: Specific Credit	1
			Credit 1.2	Regional Priority: Specific Credit	1
			Credit 1.3	Regional Priority: Specific Credit	1
			Credit 1.4	Regional Priority: Specific Credit	1

16 Total Possible Points: 110

Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110

Developing Thoughts

Honoring The Past, Building The Future

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November 7, 2013

Fiero Lanes Property To Be Redeveloped

2 Comments

Posted by – Steve Cohen, Director of Community Development

Back in the day bowling was the thing to do.

When built in 1963, Orchard Lanes (now called Fiero Lanes) located at 645 S. Opdyke Road was a state-of-the-art bowling center with a fully-automatic pinsetter. Old timers say it was very popular. People used to flock to this place because participating in a bowling league was the social and civic thing to do in the 1960's. But, something changed. Lifestyles changed.



<http://ahcommunitydevelopment.files.wordpress.com/2013/11/photo1.jpg>

Fiero Lanes has seen better days. It has been vacant for at least two years.

Starting in the 1970's, bowling leagues across America began to slowly decline in numbers. Many stopped going to these centers for social interaction and found other interests and outlets for their time. As these bowling alleys began to age and lose business, owners had trouble fixing them up and reinventing their product due to declining revenues. Ultimately, that is what happened to Fiero Lanes which shut their doors about two years ago.



<http://ahcommunitydevelopment.files.wordpress.com/2013/11/aphoto.jpg>

Fiero Lanes has fallen into disrepair

So now, 50 years later, we anticipate this former “hub of fellowship” will be no more. A proposal has been submitted for the bowling alley to be demolished and replaced with a Dollar General retail store. We’re working with the developer to help prepare the new proposal for the November 26th Planning Commission meeting. Stay tuned for more information on the project.

Auburn Hills keeps evolving. Business ideas that were popular decades ago get replaced as consumer desires change.

Progress can’t be stopped. That’s what makes urban planning so interesting.

Posted by [Auburn Hills Community Development Department Staff](#) in [City Planning](#)

2 thoughts on “Fiero Lanes Property To Be Redeveloped”

1. **Anonymous** says:

November 8, 2013 at 8:08 am

All Auburn Hills is worried about is tax revenue, they don’t care what comes in as long as it is providing tax dollars.

2. **Anonymous** says:

November 7, 2013 at 9:59 pm

I wish we still had a bowling alley. It was mainly SMOKE that kept me away from bowling alleys. Now I miss having the lanes nearby. I can find a Dollar General anywhere. They are a dime a dozen, and only needed for very few, very Cheap items once or twice a year.

CHECK LIST

PROJECT NAME

Dollar General

(check all that apply)

✓ SITE PLAN

SPECIAL LAND USE

REZONING

PUD

The following items have not been included in your packet of information since they are either common non-controversial items or the recommendations have been noted in the project's cover letter. However, if you wish to see a copy they are on file in the Community Development Department.

(check all that apply)

- ✓ Public Notice
- ✓ Police Department Approval Letter
- ✓ Fire Department Approval Letter

City of Auburn Hills

City Council Agenda

March 15, 2010 Meeting

Agenda Item No. 9a.

To: Mayor and City Council

City Manager's Office

From: Peter E. Auger, City Manager, and Stephanie L. Carroll, Coordinator of Community Relations & Legislative Affairs

Submitted: November 25, 2013

Subject: Public Hearing/Motion- Approval of a Brownfield Plan for the 2150 Opdyke Road (Former Showcase Site) Redevelopment Project

INTRODUCTION AND HISTORY

At their meeting of October 1, 2013, the Auburn Hills Brownfield Redevelopment Authority considered and approved a Brownfield Redevelopment Plan for 2150 Opdyke Road, which is the former Showcase site. The property consists of 19 acres, located south of Walton Boulevard, north of Pontiac Road and bounded by Opdyke Road on the west side and I-75 on the east side.

The site was originally the location of the Blue Sky Drive-In, which began operation in 1948 and later became part of the National Amusements chain. In 1989, Blue Sky was demolished to make way for the Showcase Cinemas Auburn Hills megaplex. Showcase Cinemas closed their doors in 2002, as National Amusements shuttered a slew of its theatres due to an inability to keep pace with the competition and the amenities of new theatres.

The property was purchased on May 30, 2013 by Amson Dembs Development, LLC. Following an 11-year vacancy, the old building was demolished and the site was cleared to make way for a new 21+ acre high-tech business park. In June, the City Council approved a site plan and special land use permit for GKN Driveline and GKN Sinter Metals-North American Headquarters as the first tenant on the site. This 168,056 square foot technology and research facility represents \$24 million dollars of total investment. GKN has signed a 15-year lease with Amson Dembs Development, Inc.

Since that time, the developer, Amson Dembs Development, LLC, has conducted various environmental assessment activities on the site and found that the property is considered a facility, therefore eligible for our Brownfield Redevelopment Program.

Under the Brownfield Plan, eligible activities for the project will include Baseline Environmental Assessment (BEA) Activities, including Phase I Environmental Site Assessments, Phase II Environmental Assessments and other due care activities. Due care activities also include managing on-site soils in place during construction and development. Reimbursable costs are estimated to be \$2,025,120, including the additional capture of five years after the plan has expired.

A Brownfield Plan and Reimbursement Agreement have been completed and approved by the Brownfield Redevelopment Authority. The plan has been completed to facilitate site development and construction to allow the City of Auburn Hills Brownfield Redevelopment Authority to utilize Tax Increment financing to reimburse Amson Dembs Development, LLC for its environmental related costs

STAFF RECOMMENDATION

It is recommended that a public hearing be opened by the Mayor for any comment related to the Brownfield Plan. If there are no public comments, it is recommended that the Mayor close the public hearing and the City Council adopt the attached resolution.

MOTION

Move to approve the attached resolution approving the Brownfield Plan for 2150 Opdyke Road Redevelopment Project, in accordance with Public Act 381.

I CONCUR:



PETER E. AUGER, CITY MANAGER

CITY OF AUBURN HILLS
RESOLUTION
APPROVING BROWNFIELD PLAN FOR
2150 Opdyke Road

At a regular meeting of the City Council of the City of Auburn Hills, Oakland County, Michigan, held in the Council Chambers at 1827 N. Squirrel Road, Auburn Hills, MI 48326 at 7:00 pm. On the 2nd day of December 2013;

The following resolution was offered by _____ and supported by _____:

WHEREAS, the City of Auburn Hills (the City) has created a Brownfield Redevelopment Authority (the Authority) pursuant to PA 381 of 1996, as amended (the Act); and

WHEREAS, the Authority met and considered the Brownfield plan submitted by NDA Auburn, LLC for the property consisting of parcel with Sidwell Number 14-14-176-007; and

WHEREAS, starting in January 2014, the tax identification numbers for the two parcels will be 02-14-14-176-011 and 02-14-14-176-012; and

WHEREAS, the Authority has reviewed the Brownfield plan in accordance with the Act; and

WHEREAS, the Authority, following review of the plan, unanimously approved the same and recommended approval to the City Council; and

WHEREAS, the notices required by the Act have been given; and

WHEREAS, The City Council, in accordance with the Act, met and conducted a public hearing on December 2, 2013 in order to review the plan; and

WHEREAS, during the public hearing conducted by the City Council on December 2, 2013, all persons, including the affected taxing jurisdictions, were allowed an opportunity to comment on the amended plan and present their view and recommendations.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Auburn Hills City Council that:

1. The City Council of the City of Auburn Hills hereby approves the Plan and determines that the Plan, in accordance with the Act constitutes a public purpose.
2. Furthermore, the Plan meets the requirements of Section 13 of the Act.
3. Furthermore, that the costs of eligible activities proposed are reasonable and necessary to carry out the purposes of the Act.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, the undersigned, the duly appointed City Clerk for the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Auburn Hills City Council held on the 2nd day of December, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this ---- day of -----.

Terri Kowal, City Clerk

**AUBURN HILLS, MICHIGAN
BROWNFIELD REDEVELOPMENT
AUTHORITY**

BROWNFIELD PLAN FOR:

**2150 NORTH OPDYKE ROAD
AUBURN HILLS, MICHIGAN**

AUBURN HILLS BROWNFIELD REDEVELOPMENT
AUTHORITY

CONTACT: STEPHANIE CARROLL

1827 N. SQUIRREL ROAD
AUBURN HILLS, MICHIGAN
PHONE (248-364-6802)

PREPARED WITH THE ASSISTANCE OF:

Soil and Materials Engineers, Inc.
43980 Plymouth Oaks Boulevard
Plymouth, Michigan 48170

Approved by the Brownfield Redevelopment
Authority on _____

Approved by the governing body of the local
jurisdiction on _____

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I. INTRODUCTION

A. Plan Purpose

The Auburn Hills Brownfield Redevelopment Authority (Authority; AHBRA), duly established by resolution of the Auburn Hills City Council, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the limits of the City of Auburn Hills. The purpose of this Brownfield Plan (the “Plan”), to be implemented by the AHBRA, is to satisfy the requirements of Act 381 for including the eligible property described below, designated as 2150 North Opdyke Road, Auburn Hills, Michigan (the “Property”), in the Plan. The Property consists of two parcels of land and the Property (both parcels) are a “facility” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (1994 P.A. 451, as amended). The Property is located within the boundaries of the City of Auburn Hills, Michigan (City), which has authorized the AHBRA to administer the Plan on its behalf.

The Plan will allow the AHBRA to use local tax increment revenue to reimburse the developer, NDA Auburn LLC (NDA), for the costs of eligible environmental and non-environmental activities required to prepare the Property for safe redevelopment and reuse (see Section III). NDA’s proposed redevelopment will only be economically viable with the support and approval of the local and state brownfield redevelopment incentives.

B. Property Description

The Property consists of two parcels occupying approximately 19 acres of land that was previously developed with an approximately 76,000 square foot movie theater. The theater has recently been demolished and the land is currently vacant. The Property is located south of Walton Boulevard, north of Pontiac Road and bounded by Opdyke Road on the west side and Interstate 75 on the east side. The parent Property’s tax identification number is currently 14-14-176-007; however, starting in January 2014, the tax identifications numbers for the two parcels will be (02-14-14-176-011 and 02-14-14-176-012). The legal descriptions (current and future) are included in Appendix C. Property location and boundary maps are included in Appendix D.

C. Basis of Eligibility

The Property is eligible for inclusion in this Brownfield Plan in accordance with MCL 125.2652(n) because the Property is in the City of Auburn Hills, a qualified local governmental unit, and the Property is a “facility” as defined by 1994 P.A. 451, as amended. The presence of contaminants at levels greater than generic residential use criteria was demonstrated by the results of environmental assessments described in the following documents:

- *Phase I Environmental Site Assessment – 2150 North Opdyke Road, Auburn Hills, Michigan*, prepared by Soil and Materials Engineers, Inc., dated January 30, 2013.

- *Baseline Environmental Assessment – 2150 North Opdyke Road, Auburn Hills, Michigan*, prepared by Soil and Materials Engineers, Inc., dated May 29, 2013.

Copies of these reports are available for review upon request. Additional environmental assessments may be conducted after approval of the Plan.

D. Project Description

Parcel 2 is planned for redevelopment into a 160,000 square foot manufacturing building and associated parking. The new building will be occupied by a global manufacturer specializing in automotive driveline production. Parcel 1 is planned for eventual redevelopment into a second 160,000 square foot building; however, construction will not begin until a tenant is identified. Redevelopment activities will include demolition of the existing 76,000 square-foot theater building, including hazardous materials abatement, demolition of the existing paved parking lots and subsurface utilities, removal and replacement of 3,000 tons of fill to support new construction, environmental assessment activities, and construction of the new buildings. The project is anticipated to bring approximately 100 to 150 temporary construction jobs and 100 full-time manufacturing and professional jobs.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

III. BROWNFIELD PLAN

A. Description of Costs to Be Paid With Tax Increment Revenues and Summary of Eligible Activities

NDA will be reimbursed for the costs of eligible environmental and non-environmental activities necessary to prepare the Property for redevelopment. The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local tax revenues generated by the Property after redevelopment and captured by the AHBRA, subject to the terms of a Reimbursement Agreement between NDA and the Authority (the “Reimbursement Agreement”). Administrative expenses of the AHBRA and Local Site Remediation Revolving Loan Fund (LSRRF) dollars will be reimbursed through capture of incremental local taxes.

Personal property tax, if available, will be captured in this Plan.

The estimated total cost of environmental and non-environmental activities, Brownfield Plan costs, City of Auburn Hills administrative costs, and LSRRF capture eligible for

reimbursement from tax increment revenues is \$2,025,120. The eligible activities are summarized below:

ELIGIBLE ACTIVITIES

Non-Environmental

Demolition	\$400,000
Asbestos Abatement.....	\$300,000
Subtotal.....	\$700,000
Interest @ 5% (simple)	\$226,994
Total Estimated Costs of Non-Environmental Eligible Activities.....	\$926,994

Environmental

BEA.....	\$63,000
Due Care	\$20,000
Additional Response Activities.....	\$317,000
Subtotal.....	\$400,000
Contingency @ 15.0%	\$60,000
Interest @ 5% (simple)	\$149,168
Total Estimated Costs of Environmental Eligible Activities	\$609,168

Brownfield Plan **\$10,000**

Auburn Hills Administrative Costs **\$109,458**

Local Site Remediation Revolving Loan Fund **\$369,500**

TOTAL ESTIMATED COSTS OF ELIGIBLE ACTIVITIES..... **\$2,025,120**

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered. The actual cost of eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues captured by the AHBRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions

of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit described in this Plan is not exceeded, line item categories and costs of eligible activities may be adjusted after the date this Plan, to the extent the adjustments do not violate the terms of Act 381.

B. Estimate of Captured Taxable Value and Tax Increment Revenues

The 2013 taxable value of the Property (both parcels) is \$1,198,070, which is the initial taxable value for this Plan. The anticipated taxable value in 2015 will be \$6,500,000, based on construction cost estimates prepared by the Developer and projections made the City of Auburn Hills Assessor for build out of Parcel 2. This Plan does not include an increase in taxable value for the build out of Parcel 1, since it is unknown when Parcel 1 will be redeveloped. The AHBRA will capture available incremental tax revenues generated from real and, if available, personal property, to reimburse NDA for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement.

Parcel 1 is proposed for inclusion in a Plant Rehabilitation District, with an 8 year, 100% real property and 50% personal property tax exemption. After the exemption period ends, the AHBRA will capture 100% of the incremental tax revenues generated from real property to reimburse the costs of eligible environmental and non-environmental activities. Estimated taxable values, tax increment revenues to be captured, impacts on taxing jurisdictions, and eligible activities reimbursement cash flows are presented in Appendix B. **It should be noted, the actual annual incremental taxable value and resulting captured tax increment revenue will be determined by the City Assessor. The actual increased taxable value of the real and personal property on the Property may vary. Additionally, if the tax abatement ends prior to the planned time period, tax increment revenue would be available sooner than 8 years.**

It is the intent of this Plan to provide for the proportional capture of all eligible tax increments in whatever amounts and in whatever years they become available after the tax exemption period expires until all eligible costs described in the Plan are paid or 30 years, whichever is shorter. Because the MDEQ and MEDC have elected not to participate in supporting state school tax capture for this Project, the portion of capture related to their proportionate share will be assumed by, made whole by, and become the responsibility of the other local taxing entities to the extent allowed by Act 381.

C. Method of Financing Plan Costs and Description of Advances by the Municipality

NDA is ultimately responsible for financing the costs of eligible activities included in this Plan. Neither the AHBRA nor the City of Auburn Hills will advance any funds to finance the eligible activities. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the AHBRA to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon

any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan, unless it is further amended.

D. Maximum Amount of Note or Bonded Indebtedness

Not applicable.

E. Duration of Brownfield Plan

The duration of this Brownfield Plan shall not exceed the shorter of the following:

- Reimbursement of all eligible costs, cumulatively not to exceed \$2,025,120 reimbursement of AHBRA administrative operating expenses, and funding of the Local Site Remediation Revolving Fund, as described in this Plan, or
- 30 years tax capture after the first year of tax capture under this Plan.

The date for beginning personal property tax capture is estimated to be 2014. Real property tax capture will begin in 2022.

F. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

Incremental local tax revenues generated by the project will be captured by the AHBRA until all incurred eligible brownfield redevelopment costs are reimbursed. The impact of the AHBRA incremental tax capture on local taxing authorities is presented in Table 2A and 2B (Appendix B).

G. Legal Description, Property Map, Property Characteristics and Personal Property

The parent Property's tax identification number is currently 14-14-176-007; however, starting in January 2014, the tax identifications numbers for the two parcels will be (02-14-14-176-011 and 02-14-14-176-012). The legal descriptions (current and future) are included in Appendix C. A map of the Property is included in Appendix D.

H. Estimates of Residents and Displacement of Families

No occupied residences are involved in the redevelopment, no persons reside at the Property, and no families or individuals will be displaced as a result of this development.

Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

I. Plan for Relocation of Displaced Persons

No persons will be displaced as a result of this development; therefore, a Plan for relocation of displaced persons is not applicable and is not needed for this Plan.

J. Provisions for Relocation Costs

No persons will be displaced as result of this development and no relocation costs will be incurred; therefore, provision for relocation costs is not applicable and is not needed for this Plan.

K. Strategy for Compliance with Michigan's Relocation Assistance Law

No persons will be displaced as result of this development; therefore, no relocation assistance strategy is needed for this Plan.

L. Description of the Proposed Use of Local Property Remediation Revolving Fund (LSRRF)

Excess tax increment revenues generated by this redevelopment will be captured by the AHBRA, to the extent allowed by Act 381, for funding of its LSRRF.

M. Other Material that the Authority or Governing Body Considers Pertinent

There is no other material that the AHBRA or governing body considers pertinent.

Appendix A

Eligible Activities Cost Schedule

Brownfield Eligible Cost Summary
2150 Opdyke Road
Auburn Hills, Michigan

REDEVELOPMENT ACTIVITY	TOTAL COST	INCREMENTAL TAX CAPTURE				TOTAL ELIGIBLE COST
		LOCAL	TIF-Local	MDEQ/MSF	TIF-School	
NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES ⁽¹⁾						
Demolition	\$400,000	100.0%	\$400,000	0.0%	\$0	\$400,000
Asbestos Abatement	\$300,000	100.0%	\$300,000	0.0%	\$0	\$300,000
Subtotal Non-Environmental Activities	\$700,000	100.0%	\$700,000	0.0%	\$0	\$700,000
Simple Interest	\$226,994	100.0%	\$226,994	0.0%	\$0	\$226,994
Total Non-Environmental Activities	\$926,994	100.0%	\$926,994	0.0%	\$0	\$926,994
ENVIRONMENTAL ELIGIBLE ACTIVITIES ⁽¹⁾						
BEA Activities	\$63,000	100.0%	\$63,000	0.0%	\$0	\$63,000
Due Care	\$20,000	100.0%	\$20,000	0.0%	\$0	\$20,000
Additional Response Activities	\$317,000	100.0%	\$317,000	0.0%	\$0	\$317,000
Subtotal Environmental Activities	\$400,000	100.0%	\$400,000	0.0%	\$0	\$400,000
Contingency	\$60,000	100.0%	\$60,000	0.0%	\$0	\$60,000
Simple Interest	\$149,168	100.0%	\$149,168	0.0%	\$0	\$149,168
Total Environmental Activities	\$609,168	100.0%	\$609,168	0.0%	\$0	\$609,168
BROWNFIELD PLAN ⁽¹⁾						
Brownfield Plan ⁽²⁾	\$10,000	100.0%	\$10,000	0.0%	\$0	\$10,000
AUBURN HILLS ADMINISTRATIVE COSTS						
AH Admin	\$109,458	100.0%	\$109,458	0.0%	\$0	\$109,458
LOCAL SITE REMEDIATION REVOLVING LOAN FUND (LSRRF)						
LSRRF	\$369,500	100.0%	\$369,500	0.0%	\$0	\$369,500
GRAND TOTAL	\$2,025,120		\$2,025,120			\$2,025,120

⁽¹⁾ Lump sum cost estimates are based on engineering, contractor, or developer estimates or consultant experience.

⁽²⁾ These costs are not included in the contingency calculation.

Appendix B

Summary of Tax Increment Financing and Reimbursement of Eligible Activities

TABLE 2A
Summary of Non-Environmental and Environmental Tax Capture (8 year abatement period)

2150 Opydyke Road, Auburn Hills, Michigan
10/16/2013

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Initial Taxable Value (two parcels)	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070
Taxable Value after Improvement (two parcels) ⁽¹⁾	\$ 3,250,000	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000	\$ 6,656,000	\$ 6,815,744	\$ 6,979,322	\$ 7,146,826	\$ 7,318,349	\$ 7,493,990	\$ 7,673,846	\$ 7,858,018	\$ 8,046,610	\$ 8,239,729
Total Capturable Taxable Value	\$ -	\$ 2,051,930	\$ 5,301,930	\$ 5,301,930	\$ 5,301,930	\$ 5,457,930	\$ 5,617,674	\$ 5,781,252	\$ 5,948,756	\$ 6,120,279	\$ 6,295,920	\$ 6,475,776	\$ 6,659,948	\$ 6,848,540	\$ 7,041,659
Yearly Captured Tax															
State Taxes - Millages															
State Education Tax (SET)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Captured State Millages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Captured State Taxes (no State participation)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Taxes - Millages															
City of Auburn Hills	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,631	\$ 66,486	\$ 68,385	\$ 70,330	\$ 72,322	\$ 74,361
Oakland County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,435	\$ 29,251	\$ 30,087	\$ 30,943	\$ 31,819	\$ 32,716
Oakland Intermediate School District	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,619	\$ 21,211	\$ 21,817	\$ 22,437	\$ 23,073	\$ 23,723
OCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,697	\$ 9,975	\$ 10,260	\$ 10,552	\$ 10,851	\$ 11,157
Oakland County Public Transportation Authority	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,611	\$ 3,715	\$ 3,821	\$ 3,929	\$ 4,041	\$ 4,155
Zoo Authority (not captured)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Art Institute (not captured)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Captured Local Millages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,994	\$ 130,638	\$ 134,370	\$ 138,192	\$ 142,105	\$ 146,112
Total Captured Local Taxes (100% abatement for first 8 years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,994	\$ 130,638	\$ 134,370	\$ 138,192	\$ 142,105	\$ 146,112
5% City administrative (local only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,350	\$ 6,532	\$ 6,719	\$ 6,910	\$ 7,105	\$ 7,306
State Revolving Fund (3 mills)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual State Increment Available for Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Local Increment Available for Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,644	\$ 124,107	\$ 127,652	\$ 131,282	\$ 135,000	\$ 138,807
Total Combined Yearly Increment Available for Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,644	\$ 124,107	\$ 127,652	\$ 131,282	\$ 135,000	\$ 138,807
Non-Environmental Costs															
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,803	\$ 74,892	\$ 77,031	\$ 79,222	\$ 81,465	\$ 83,763
Unreimbursed Non-Environmental Costs	\$ 926,994	\$ 926,994	\$ 926,994	\$ 926,994	\$ 926,994	\$ 926,994	\$ 926,994	\$ 926,994	\$ 926,994	\$ 854,191	\$ 779,299	\$ 702,268	\$ 623,046	\$ 541,581	\$ 457,818
Environmental Costs															
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,841	\$ 49,215	\$ 50,621	\$ 52,060	\$ 53,535	\$ 55,044
Unreimbursed Environmental Costs	\$ 609,168	\$ 609,168	\$ 609,168	\$ 609,168	\$ 609,168	\$ 609,168	\$ 609,168	\$ 609,168	\$ 609,168	\$ 561,327	\$ 512,112	\$ 461,491	\$ 409,431	\$ 355,896	\$ 300,852
Brownfield Plan Costs															
Local Tax Reimbursement ⁽²⁾	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreimbursed Brownfield Plan Costs	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Annual Reimbursement to Developer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,644	\$ 124,107	\$ 127,652	\$ 131,282	\$ 135,000	\$ 138,807
Local Site Remediation Revolving Fund															
Accumulative Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2028+ CONTINUED IN TABLE BELOW

	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Initial Taxable Value	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070	\$ 1,198,070
Taxable Value after Improvement ⁽¹⁾	\$ 8,437,482	\$ 8,639,982	\$ 8,847,342	\$ 9,059,678	\$ 9,277,110	\$ 9,499,761	\$ 9,727,755	\$ 9,961,221	\$ 10,200,290	\$ 10,445,097	\$ 10,695,780
Total Capturable Taxable Value	\$ 7,239,412	\$ 7,441,912	\$ 7,649,272	\$ 7,861,608	\$ 8,079,040	\$ 8,301,691	\$ 8,529,685	\$ 8,763,151	\$ 9,002,220	\$ 9,247,027	\$ 9,497,710
Yearly Captured Tax											
State Taxes - Millages											
State Education Tax (SET)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Captured State Millages (no State participation)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Taxes - Millages											
City of Auburn Hills	\$ 76,450	\$ 78,588	\$ 80,778	\$ 83,020	\$ 85,316	\$ 87,668	\$ 90,075	\$ 92,541	\$ 95,065	\$ 97,650	\$ 100,298
Oakland County	\$ 33,635	\$ 34,576	\$ 35,539	\$ 36,526	\$ 37,536	\$ 38,570	\$ 39,630	\$ 40,714	\$ 41,825	\$ 42,963	\$ 44,127
Oakland Intermediate School District	\$ 24,390	\$ 25,072	\$ 25,770	\$ 26,486	\$ 27,218	\$ 27,968	\$ 28,737	\$ 29,523	\$ 30,328	\$ 31,153	\$ 31,998
OCC	\$ 11,470	\$ 11,791	\$ 12,120	\$ 12,456	\$ 12,800	\$ 13,153	\$ 13,514	\$ 13,884	\$ 14,263	\$ 14,651	\$ 15,048
Oakland County Public Transportation Authority	\$ 4,271	\$ 4,391	\$ 4,513	\$ 4,638	\$ 4,767	\$ 4,898	\$ 5,033	\$ 5,170	\$ 5,311	\$ 5,456	\$ 5,604
Zoo Authority	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Art Institute	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Captured Local Millages	\$ 150,216	\$ 154,417	\$ 158,720	\$ 163,126	\$ 167,638	\$ 172,258	\$ 176,988	\$ 181,833	\$ 186,793	\$ 191,873	\$ 197,075
Total Captured Local Taxes	\$ 150,216	\$ 154,417	\$ 158,720	\$ 163,126	\$ 167,638	\$ 172,258	\$ 176,988	\$ 181,833	\$ 186,793	\$ 191,873	\$ 197,075
Total Annual Tax Capture	\$ 150,216	\$ 154,417	\$ 158,720	\$ 163,126	\$ 167,638	\$ 172,258	\$ 176,988	\$ 181,833	\$ 186,793	\$ 191,873	\$ 197,075
Total Cumulative Tax Capture	\$ 968,628	\$ 1,123,045	\$ 1,281,765	\$ 1,444,891	\$ 1,612,529	\$ 1,784,787	\$ 1,961,775	\$ 2,143,608	\$ 2,330,401	\$ 2,522,274	\$ 2,719,349
5% City administrative (local only)	\$ 7,511	\$ 7,721	\$ 7,936	\$ 8,156	\$ 8,382	\$ 8,613	\$ 8,849	\$ 9,092	\$ 9,340	\$ 9,594	\$ 9,854
State Revolving Fund (3 mills)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual State Increment Available for Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Local Increment Available for Capture	\$ 142,705	\$ 146,697	\$ 150,784	\$ 154,970	\$ 159,256	\$ 163,645	\$ 168,139	\$ 172,741	\$ 177,454	\$ 182,279	\$ 187,221
Total Combined Yearly Increment Available for Capture	\$ 142,705	\$ 146,697	\$ 150,784	\$ 154,970	\$ 159,256	\$ 163,645	\$ 168,139	\$ 172,741	\$ 177,454	\$ 182,279	\$ 187,221
Non-Environmental Costs											
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 86,115	\$ 88,524	\$ 90,990	\$ 93,516	\$ 96,103	\$ 98,751	\$ 101,463	\$ 104,240	\$ 107,084	\$ 109,996	\$ 112,978
Unreimbursed Non-Environmental Costs	\$ 371,703	\$ 283,179	\$ 192,189	\$ 98,673	\$ 2,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental Costs											
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 56,590	\$ 58,173	\$ 59,794	\$ 61,454	\$ 63,153	\$ 64,894	\$ 66,676	\$ 68,501	\$ 70,370	\$ 72,283	\$ 74,243
Unreimbursed Environmental Costs	\$ 244,262	\$ 186,089	\$ 126,295	\$ 64,841	\$ 1,688	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brownfield Plan Costs											
Local Tax Reimbursement ⁽²⁾	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreimbursed Brownfield Plan Costs	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Reimbursement to Developer	\$ 142,705	\$ 146,697	\$ 150,784	\$ 154,970	\$ 159,256	\$ 163,645	\$ 168,139	\$ 172,741	\$ 177,454	\$ 182,279	\$ 187,221
Local Site Remediation Revolving Fund											
State Tax Capture ⁽²⁾	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture ⁽²⁾	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 168,139	\$ 172,741	\$ 177,454	\$ 182,279
Accumulative Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 168,139	\$ 172,741	\$ 177,454	\$ 182,279

⁽¹⁾ Assumes one year 50% phase in for build out of Parcel 2 and then a taxable value increase of approximately 2.4% annually after completion for inflation. Assumes no taxable value increase for build out of Parcel 1.

⁽²⁾ Local Site Remediation Revolving Fund (LSRRF) assumes 5-year capture of available TIF begins the first year after the Developer has been reimbursed.

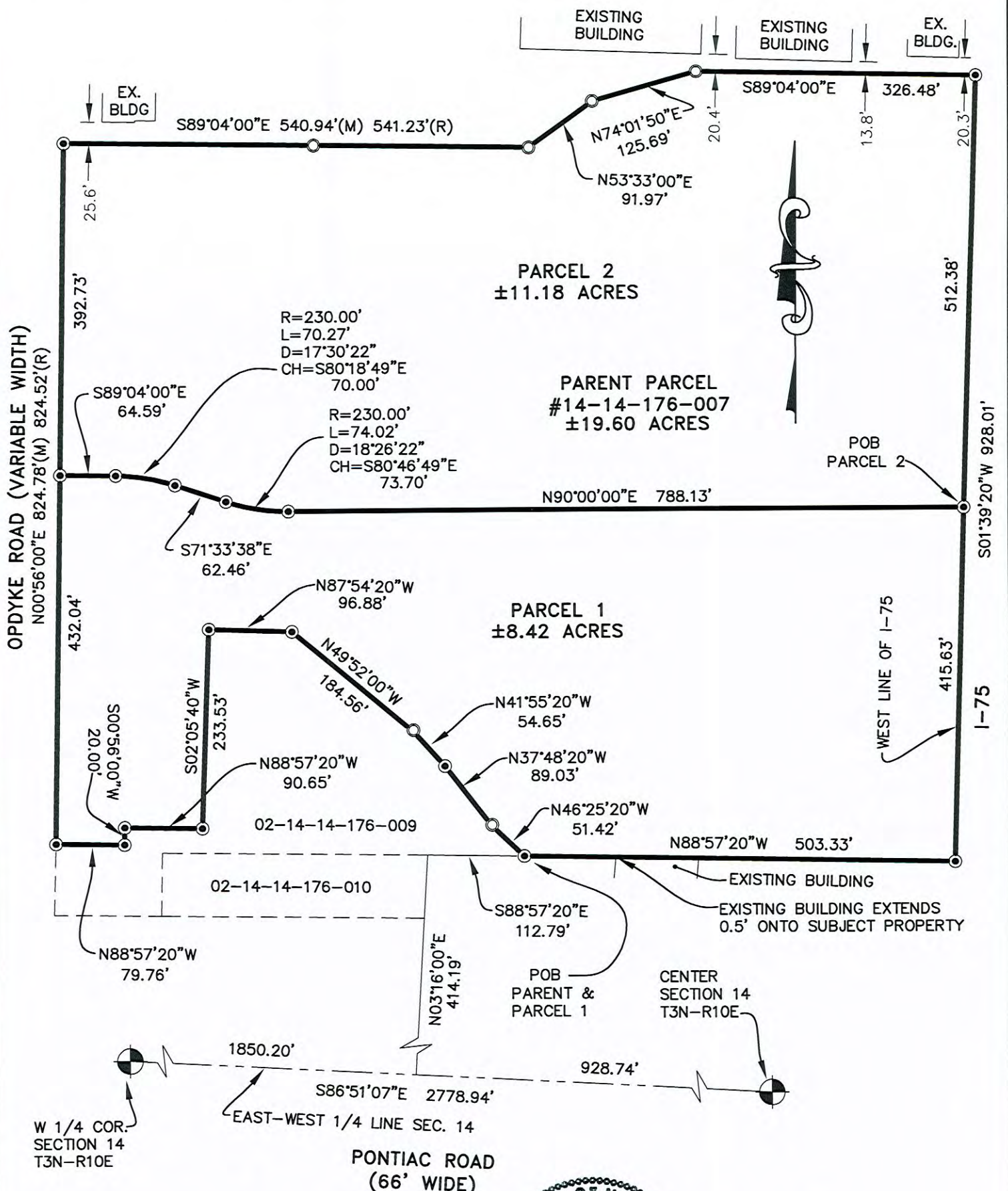
⁽³⁾ This projection does not include personal property tax due to the uncertainty of availability; however, if available, personal property tax will be captured.

Full Capture for Developer in year 2033

Five years of additional capture for LSRRF

Appendix C

Legal Description Described in Section III(G) of this Plan



I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED, AND THAT THERE ARE NO VISIBLE ENCROACHMENTS UPON THE ABOVE DESCRIBED PROPERTY, EXCEPT AS SHOWN HEREON. I FURTHER CERTIFY THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970, AND THAT THE ERROR OF CLOSURE OF THIS SURVEY WAS NOT GREATER THAN 1 PART IN 5,000.

Ginger Michalski-Wallace
 GINGER MICHALSKI-WALLACE
 PROFESSIONAL SURVEYOR NO. 47964



- LEGEND**
- ⊙ SET IRON ROD
 - FD. IRON BAR

NOTE:
 BEARINGS ARE BASED ON A WARRANTY DEED RECORDED IN LIBER 5476, PAGE 386, OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN.

ALPINE ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

CLIENT: AMSON DEMBS DEVELOPMENT, INC.	DATE: 9-23-13
PARCEL DIVISION	DRAWN BY: JDH
	CHECKED BY: GLM
PARCEL NO. 14-14-176-007 SECTION: 14 TOWNSHIP: 3N RANGE: 10E CITY OF AUBURN HILLS OAKLAND COUNTY MICHIGAN	 SCALE HOR 1"=150 FT. VER 1"= FT.
	FBK: 259 CHF: BAJ 1/2

PARENT PARCEL: (PER CITY TAX RECORDS PARCEL NO. 14-14-176-007):

T3N, R10E, SEC 14 PART OF E 1/2 OF NW 1/4 BEG AT PT DIST S 86-38-00 E 1381.92 FT & N 01-26-00 E 44.50 FT & N 01-11-00 E 600 FT & N 00-56-00 E 597.17 FT & S 89-04-00 E 50 FT FROM W 1/4 COR, TH S 89-04-00 E 541.23 FT, TH N 53-33-00 E 91.97 FT, TH N 74-01-50 E 125.69 FT, TH S 89-04-00 E 326.48 FT TO W LINE OF I-75 HWY, TH S 01-39-20 W 928.01 FT, TH N 88-57-20 W 503.33 FT, TH N 46-25-20 W 51.42 FT, TH N 37-48-20 W 89.03 FT, TH N 41-55-20 W 54.65 FT, TH N 49-52-00 W 184.56 FT, TH N 87-54-20 W 96.88 FT, TH S 02-05-40 W 233.53 FT, TH N 88-57-20 W 90.65 FT, TH S 00-56-00 W 20 FT, TH N 88-57-20 W 79.76 FT, TH N 00-56-00 E 824.52 FT TO BEG.

PARENT PARCEL (AS SURVEYED):

PART OF THE NORTHWEST 1/4 OF SECTION 14, T3N-R10E, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE S86°51'07"E 1850.20 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 14; THENCE N03°16'00"E 414.19 FEET; THENCE S88°57'20"E 112.79 FEET TO THE POINT OF BEGINNING; THENCE N46°25'20"W 51.42 FEET; THENCE N37°48'20"W 89.03 FEET; THENCE N41°55'20"W 54.65 FEET; THENCE N49°52'00"W 184.56 FEET; THENCE N87°54'20"W 96.88 FEET; THENCE S02°05'40"W 233.53 FEET; THENCE N88°57'20"W 90.65 FEET; THENCE S00°56'00"W 20.00 FEET; THENCE N88°57'20"W 79.76 FEET; THENCE N00°56'00"E 824.78 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF OPDYKE ROAD (VARIABLE WIDTH); THENCE S89°04'00"E 540.94 FEET; THENCE N53°33'00"E 91.97 FEET; THENCE N74°01'50"E 125.69 FEET; THENCE S89°04'00"E 326.48 FEET; THENCE S01°39'20"W 928.01 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF I-75; THENCE N88°57'20"W 503.33 FEET TO THE POINT OF BEGINNING, CONTAINING 19.60 ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

PARCEL 1:

PART OF THE NORTHWEST 1/4 OF SECTION 14, T3N-R10E, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE S86°51'07"E 1850.20 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 14; THENCE N03°16'00"E 414.19 FEET; THENCE S88°57'20"E 112.79 FEET TO THE POINT OF BEGINNING; THENCE N46°25'20"W 51.42 FEET; THENCE N37°48'20"W 89.03 FEET; THENCE N41°55'20"W 54.65 FEET; THENCE N49°52'00"W 184.56 FEET; THENCE N87°54'20"W 96.88 FEET; THENCE S02°05'40"W 233.53 FEET; THENCE N88°57'20"W 90.65 FEET; THENCE S00°56'00"W 20.00 FEET; THENCE N88°57'20"W 79.76 FEET; THENCE N00°56'00"E 432.04 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF OPDYKE ROAD (VARIABLE WIDTH); THENCE S89°04'00"E 64.59 FEET; THENCE 70.27 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°30'22", AND A CHORD WHICH BEARS S80°18'49"E 70.00 FEET; THENCE S71°33'38"E 62.46 FEET; THENCE 74.02 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 18°26'22", AND A CHORD WHICH BEARS S80°46'49"E 73.70 FEET; THENCE N90°00'00"E 788.13 FEET; THENCE S01°39'20"W 415.63 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF I-75; THENCE N88°57'20"W 503.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.42 ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

PARCEL 2:

PART OF THE NORTHWEST 1/4 OF SECTION 14, T3N-R10E, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE S86°51'07"E 1850.20 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 14; THENCE N03°16'00"E 414.19 FEET; THENCE S88°57'20"E 112.79 FEET; THENCE CONTINUING S88°57'20"E 503.33 FEET; THENCE N01°39'20"E 415.63 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF I-75 TO THE POINT OF BEGINNING; THENCE S90°00'00"W 788.13 FEET; THENCE 74.02 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 18°26'22", AND A CHORD WHICH BEARS N80°46'49"W 73.70 FEET; THENCE N71°33'38"W 62.46 FEET; THENCE 70.27 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°30'22", AND A CHORD WHICH BEARS N80°18'49"W 70.00 FEET; THENCE N89°04'00"W 64.59 FEET; THENCE N00°56'00"E 392.73 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF OPDYKE ROAD (VARIABLE WIDTH); THENCE S89°04'00"E 540.94 FEET; THENCE N53°33'00"E 91.97 FEET; THENCE N74°01'50"E 125.69 FEET; THENCE S89°04'00"E 326.48 FEET; THENCE S01°39'20"W 512.38 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID I-75 TO THE POINT OF BEGINNING, CONTAINING 11.18 ACRES OF LAND, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

WITNESSES:

W 1/4 CORNER SEC. 14

FOUND OAKLAND COUNTY REMON BRASS DISC
 S35°W 40.97' FD. OCRT #21270 SE/F P. POLE
 S45°E 94.25' FD. OCRT #21270 NE/F 13" PINE
 N35°E 97.78' FD. OCRT #21270 NW/F 32" ELM
 N37°W 38.00' FD. OCRT #21270 SW/F P. POLE

CENTER SEC. 14

FOUND 3/4" IRON BAR IN MON. BOX
 N06°E 32.02' FD. NAIL & TAG E/F P. POLE
 N67°W 83.01' SE COR. OF NE'LY BRIDGE SUPPORT
 S69°W 81.19' NE COR. OF SE'LY BRIDGE SUPPORT
 S33°E 151.51' CL LIGHT POLE



CLIENT: AMSON DEMBS DEVELOPMENT, INC.	DATE: 9-23-13
PARCEL DIVISION	DRAWN BY: JDH
	CHECKED BY: GLM
PARCEL NO. 14-14-176-007 SECTION: 14 TOWNSHIP: 3N RANGE: 10E CITY OF AUBURN HILLS OAKLAND COUNTY MICHIGAN	 0 75 150
	FBK: 259 CHF: BAJ SCALE HOR 1" = 150 FT. VER 1" = FT.

12-507



September 27, 2013

NDA Auburn LLC
46855 Magellan Dr, Ste 200
Novi, MI 48377-2451

Re: Land Division – 02-14-14-176-007 (2150 N Opdyke, Auburn Hills, MI 48326)

Dear Property Owner,

We have completed processing the Land Division on the above captioned property.

The new parcel numbers with their corresponding legal descriptions are:

02-14-14-176-011 (North 11.18 acres)

T3N, R10E, SEC 14 PART OF NW 1/4 BEG AT PT DIST S 86-51-07 E 1850.20 FT & N 03-16-00 E 414.19 FT & S 88-57-20 E 112.79 FT & S 88-57-20 E 503.33 FT & N 01-39-20 E 415.63 FT FROM W 1/4 COR, TH S 90-00-00 W 788.13 FT, TH ALG CURVE TO RIGHT, RAD 230 FT, CHORD BEARS N 80-46-49 W 73.70 FT, DIST OF 74.02 FT, TH N 71-33-38 W 62.46 FT, TH ALG CURVE TO LEFT, RAD 230 FT, CHORD BEARS N 80-18-49 W 70 FT, DIST OF 70.27 FT, TH N 89-04-00 W 64.59 FT, TH N 00-56-00 E 392.73 FT, TH S 89-04-00 E 540.94 FT, TH N 53-33-00 E 91.97 FT, TH N 74-01-50 E 125.69 FT, TH S 89-04-00 E 326.48 FT, TH S 01-39-20 W 512.38 FT TO BEG 11.18 A 9-25-13 FR 007

02-14-14-176-012 (South 8.42 acres)

T3N, R10E, SEC 14 PART OF NW 1/4 BEG AT PT DIST S 86-51-07 E 1850.20 FT & N 03-16-00 E 414.19 FT & S 88-57-20 E 112.79 FT FROM W 1/4 COR, TH N 46-25-20 W 51.42 FT, TH N 37-48-20 W 89.03 FT, TH N 41-55-20 W 54.65 FT, TH N 49-52-00 W 184.56 FT, TH N 87-54-20 W 96.88 FT, TH S 02-05-40 W 233.53 FT, TH N 88-57-20 W 90.65 FT, TH S 00-56-00 W 20 FT, TH N 88-57-20 W 79.76 FT, TH N 00-56-00 E 432.04 FT, TH S 89-04-00 E 64.59 FT, TH ALG CURVE TO RIGHT, RAD 230 FT, CHORD BEARS S 80-18-49 E 70 FT, DIST OF 70.27 FT, TH S 71-33-38 E 62.46 FT, TH ALG CURVE TO LEFT, RAD 230 FT, CHORD BEARS S 80-46-49 E 73.70 FT, DIST OF 74.02 FT, TH N 90-00-00 E 788.13 FT, TH S 01-39-20 W 415.63 FT, TH N 88-57-20 W 503.33 FT TO BEG 8.42 A 9-25-13 FR 007

Keep in mind that these new Tax ID numbers won't become active for assessing and taxation purposes until the 2014 assessment roll (i.e.: The 2013 Winter Tax bills will still be levied on 02-14-14-176-007). It will be up to you to prorate the taxes owed for 2013 between the two parcels, if necessary.

Please call me if you have any questions.

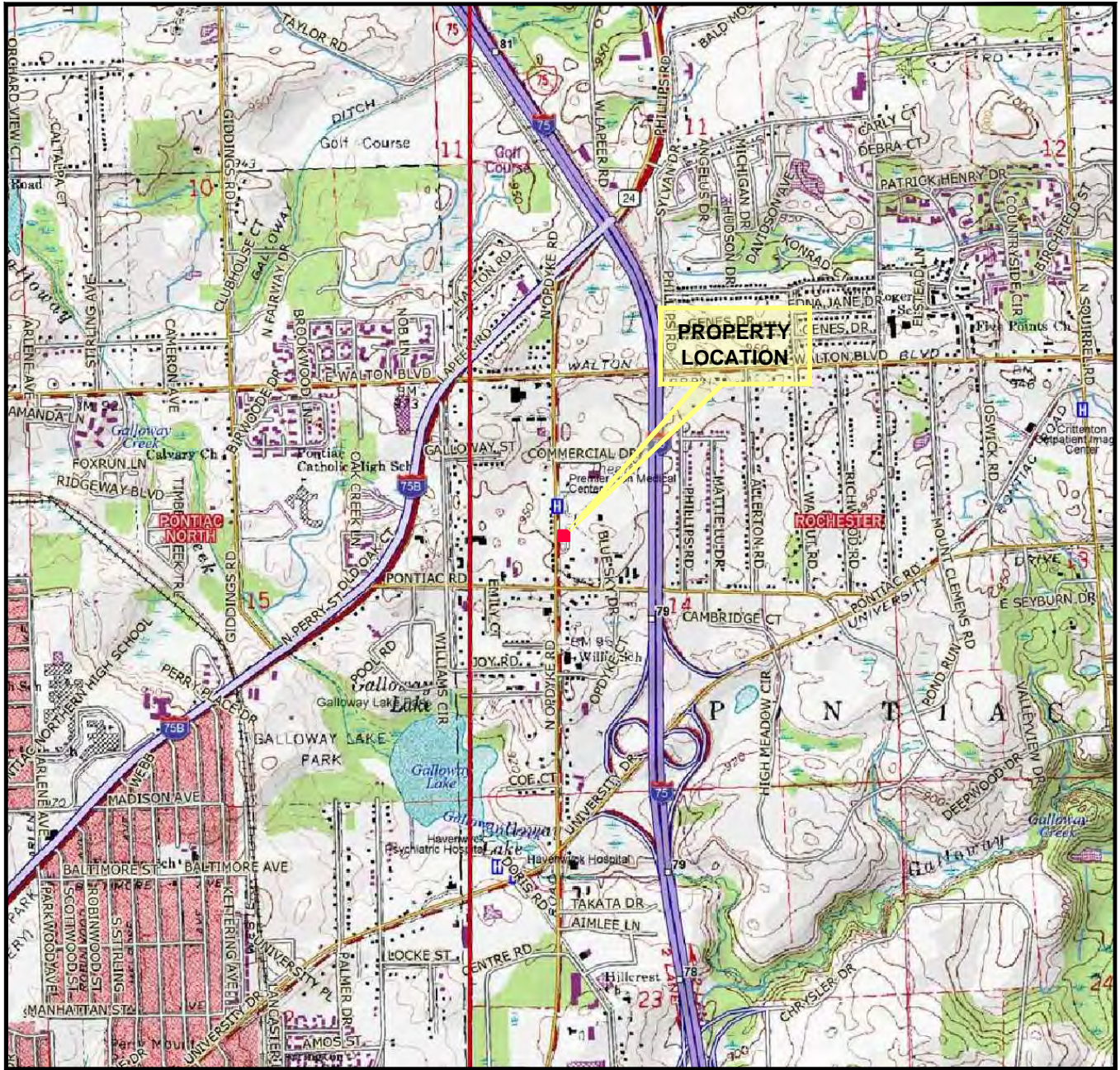
Sincerely,

Karen M. Blinkilde, MAAO
Deputy City Assessor

Cc: Community Development
City Treasurer

Appendix D

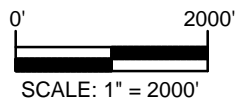
**Map of the Property Described in Section III(G) of this Plan
(Property Location and Property Boundaries Maps)**



Base map obtained from ©DeLorme Topo North America™ 10.

LEGEND

■ APPROXIMATE PROPERTY LOCATION



USGS QUADRANGLE(S) REFERENCED
 ROCHESTER (MI)-TOPO QUAD, 1981
 PONTIAC NORTH (MI)-TOPO QUAD, 1983



Jan 17, 2013 - 9:21am - kurdi

S:\PROJECTS\066000.00\CAD\066961.00\DWGS\rev\066961.00-01.dwg


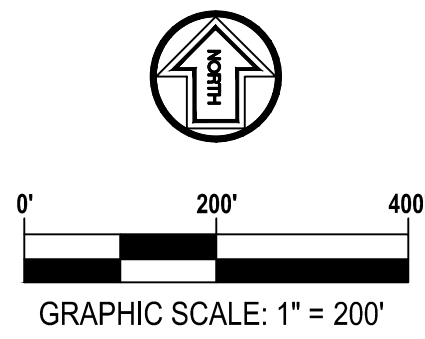
 www.sme-usa.com	Date	01/07/13	USGS 7.5 MINUTE TOPOGRAPHIC MAP SITE LOCATION DIAGRAM 2150 NOUTH OPDYKE ROAD AUBURN HILLS, MICHIGAN
	Drawn By	GUS	
	Scale	1" = 2000'	
	Project	066961.00	

Figure No. 1



No.	Revision Date

PROPERTY FEATURES DIAGRAM
2150 NORTH OPDYKE ROAD
AUBURN HILLS, MICHIGAN

Date	01/17/13
Drawn By	GUS
Designed By	JH
Scale	1" = 200'
Project	066961.00



LEGEND

--- APPROXIMATE PROPERTY BOUNDARY

NOTE:
DRAWING INFORMATION TAKEN FROM GOOGLE EARTH

Jan 18, 2013 - 3:04pm - kurdi
 S:\PROJECTS\066000.00\CAD\066961.00\DWG\GS\rev\066961.00-02.dwg

Figure No. 2



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

1983

DATE:

AGENDA ITEM NO. 9B.

To: Mayor and City Council

From: Peter E. Auger, City Manager; Stephanie L. Carroll, Community Relations/Legislative Affairs

Submitted: November 26, 2013

Subject: Motion-Approve Brownfield Reimbursement Agreement with NDA Auburn, LLC

INTRODUCTION AND HISTORY

At their meeting of November 19, 2013, the Auburn Hills Brownfield Redevelopment Authority considered and approved a Reimbursement agreement for the development of the former Showcase site as proposed by NDA Auburn, LLC.

The purpose of a Reimbursement Agreement is to ensure that the City and the Developer have a clear understanding in writing as to what activities are eligible for reimbursement, the timeframes that the developer shall submit request for payment and to outline the terms and conditions for the reimbursement process as established by the Auburn Hills Brownfield Redevelopment Authority.

STAFF RECOMMENDATION

The AHBRA has reviewed the agreement and has recommended approval by the City Council. The Reimbursement Agreement has been reviewed by City Attorney Derk Beckerleg and he finds it satisfactory from a legal standpoint. It is recommended that City Council approve the Reimbursement Agreement with NDA Auburn, LLC.

MOTION

Move to approve the Reimbursement Agreement with NDA Auburn, LLC.

I CONCUR:

PETER E. AUGER, CITY MANAGER

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into as of December 2, 2013, by and between NDA Auburn, LLC, a Michigan limited liability company (“Developer”); the City of Auburn Hills, Michigan, a Michigan municipal corporation (“City”); and the City of Auburn Hills Brownfield Redevelopment Authority, a Michigan municipal corporation (“Authority”).

RECITALS:

A. Developer owns and has an interest in developing a certain parcel of land situated in the City of Auburn Hills, as more particularly described on the attached Exhibit A and hereinafter referred to as the “Property.”

B. The Property is a “facility” as defined in the Brownfield Redevelopment Financing Act, 1996 Mich. Pub. Acts 381 as amended (“Act 381”), M.C.L. 125.2652(p), M.C.L. 125.2652(r), and is “eligible property” as defined in Act 381, M.C.L. 125.2652(n).

C. Developer will incur costs, including the costs of eligible activities as defined in Act 381, M.C.L. 125.2652(m) (“Eligible Expenses”), on the Property to develop a new business on the Property (the “Project”).

D. The Authority has been created under Act 381 to promote the revitalization of environmentally distressed areas through the implementation of brownfield plans for certain eligible properties under Act 381.

E. The Property is subject to the capture of real and personal incremental taxes pursuant to a Brownfield Plan recommended for approval by the Authority on October 1, 2013, and approved by the City Council on December 2, 2013, 2013, (hereinafter, the “Brownfield Plan”). The Brownfield Plan provides for capture by the Authority of taxes on the Property and for use of such taxes by the Authority to reimburse Developer for its Eligible Expenses in an amount not to exceed \$2,025,120.00 that are described in the Brownfield Plan.

F. Any descriptions or depictions of the Project are conceptual as of the date of this Agreement and subject to change. Any changes in the Project will be in accordance with all zoning and building ordinances of the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Developer shall develop or cause to be redeveloped the Property in accordance with the Brownfield Plan, this Agreement, City ordinances and all other applicable laws and ordinances, hereinafter referred to as the “Approval Requirements.” In the event that some or all of the Property is developed by a person other than Developer, such other person shall develop the Property in accordance with the Approval Requirements.

2. Capitalized terms shall have those definitions provided under Act 381 unless otherwise provided by this Agreement or unless inconsistent with the context in which the term is used. However, notwithstanding the definitions provided under Act 381, for purposes of this

Agreement; (i) Eligible Activities shall also be considered to include the Brownfield Plan prepared for the Property. The parties acknowledge and agree that the term “Project” used in this Agreement shall be consistent with and have the meaning ascribed to it in the Brownfield Plan.

3. With respect to any Eligible Activity for which reimbursement is available under this Agreement that occurs prior to the Effective Date, the Eligible Activity shall be considered, for purposes of the Act and this Agreement only, to have been conducted by the Authority, and the Developer agrees and shall be considered to have performed that Eligible Activity on behalf of the Authority.

4. The following Tax Increment Revenues attributable to the levies of ad valorem taxes and Specific Taxes upon the Property that are eligible for capture by the Authority under Act 381, will comprise the sources of Tax Increment Revenues available to the Authority for purposes of the Brownfield Plan and to make the reimbursement payments required under this Agreement:

(i) Levies of the City of Auburn Hills, Oakland County and other taxing jurisdictions that levy ad valorem or Specific Taxes that are considered Local Taxes under Act 381.

(ii) Levies of the State Education Tax and School Taxes are not proposed at this time for this Agreement.

5. All activities undertaken by or on behalf of Developer or its affiliates for which reimbursement is sought shall only be for Eligible Expenses. Any reimbursement to or on behalf of Developer or its affiliates may occur only to the extent that the Property generates “tax increment revenues” as defined in Act 381, M.C.L.125.2652(ee) (“Tax Increments”). Neither the City nor the Authority is obligated to reimburse Developer’s Eligible Expenses from any other source if Tax Increments are insufficient.

6. (a) From time to time, but not more frequently than monthly without approval of the Authority, Developer may submit to the Authority a statement of costs of Eligible Activities paid or incurred for reimbursement in accordance with this Agreement and the Brownfield Plan. The final statement shall be provided no later than one hundred eighty days (180) days after the completion of all Eligible Activities other than the final report of the environmental consultant, unless waived by the Authority. Such statements shall include a narrative of the Eligible Expenses performed and an explanation of why such activities qualify for reimbursement under this Agreement and the Brownfield Plan, and a copy of invoices for the work described in such statement.

(b) Within forty-five (45) days after its receipt of such statement and supporting invoices, the Authority shall determine whether such activities qualify as Eligible Activities for reimbursement under this Agreement and the Brownfield Plan and advise Developer in writing if any activities do not so qualify, including the specific reasons why the Authority believes that such activities do not so qualify. To the extent that such submission is approved, the Authority shall cause Developer or, as designated by Developer, its affiliates to be paid from Tax Increments the amounts approved. Such payments shall be made at least once every six (6) months to the extent that funds are available.

(c) To the extent that such Submission is approved, the Authority shall cause Developer to be paid the amounts approved within sixty (60) days after the date of Submission, but only to the extent that Tax Increment Revenues attributable to the Property have been submitted by the City and County Treasurers to the Authority. If sufficient Tax Increment Revenues attributable to the Property are not available at the time a Submission is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Property that are next received by the Authority. The Authority's reimbursement obligation depends on funds received from taxing jurisdictions, provided that these taxes have been paid by the Developer.

(d) To the extent that any portion of such submission is not approved within such forty-five (45) day period, any authorized representative of the Authority and Developer shall, upon the request of either party, meet promptly to discuss the conditions pursuant to which Developer can obtain approval of such disputed request. If a disputed request is not resolved within an additional forty-five (45) days, either party may seek any legal recourse it may have.

(e) The rights of Developer to obtain reimbursement for completed Eligible Activities are not conditioned upon the completion of any other Eligible Activities or any other particular improvements at any point in time. If Developer is proceeding in good faith according to the Approval Requirements, reimbursement under this Section shall be permitted from the available Tax Increments.

(f) Interest shall be calculated on the principal balance, applying simple interest, at a rate not to exceed 5%. Interest shall accrue annually from the date upon which the real and personal property tax abatement is terminated and shall not exceed the term stated in the Brownfield Plan. In no event shall the Authority reimburse for interest accrued as a result of non-payment of taxes.

7. The Authority shall use Tax Increments from the Property each tax year to pay or reimburse from non-School Taxes, the balance of Developer's unreimbursed Eligible Expenses and interest thereon at the simple, un compounded rate of five percent (5%) per annum.

8. The rights of Developer to receive reimbursement described herein for Eligible Expenses incurred shall not be affected by:

- A. The sale or other conveyance by Developer of all or part of the Property; or
- B. Developer may assign its rights to reimbursement described herein upon notice to the Authority.

9. In the event any person challenges or otherwise asserts that the State of Michigan or any other taxing jurisdiction must be repaid or refunded any levy captured as Tax Increment Revenues and paid to Developer as a reimbursement payment under this Agreement, the Authority shall provide written notice of such challenge or assertion and provide the Developer with the opportunity to defend such challenge or assertion and Developer shall not be required to repay or reimburse any such funds until a court order addressing such issue has been issued and no right of appeal remains.

10. Upon receiving written notice from the City and/or Authority of a final judicial determination requiring that the State of Michigan or any other taxing jurisdiction be repaid or

refunded any levy that has been captured as Tax Increments and paid to Developer as a reimbursement payment under this Agreement, Developer shall promptly refund such Tax Increments to the Authority. The City and/or Authority shall provide Developer with written notice of the initiation of any inquiry or proceedings that may require Developer to refund any Tax Increments to the Authority under this paragraph and the opportunity for Developer to participate in any such inquiry or proceedings.

11. This Agreement shall be binding upon and inure to the benefit of Developer, the City and the Authority, and their respective successors, assigns and transferees.

12. The rights of any party under this Agreement may be freely assigned, but any duties to perform under this Agreement shall be delegated only upon the written consent of all parties, which consent shall not be unreasonably withheld.

13. Developer, the City and the Authority, with the assistance of their respective legal counsel, have negotiated together to reach the terms of this Agreement, participated in the drafting of this Agreement and acknowledge that this Agreement is the product of the joint effort of all parties. Developer, the City and the Authority fully accept and agree to the final terms, conditions, requirements and obligations of this Agreement.

14. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in the courts of the State of Michigan.

15. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless provided expressly herein.

16. If any part of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination shall apply only to the voided part and not to the Agreement as a whole.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

18. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by any other party.

19. This Agreement constitutes the entire agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

20. A party may waive any default, condition, promise, obligation or requirement applicable to any other party hereunder, provided that any such waiver shall apply only to the extent expressly given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation or requirement in any past or future instance. All waivers of the

CITY OF AUBURN HILLS,
a Michigan Municipal Corporation

By: _____
Its Mayor

And: _____
Its City Clerk

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

The foregoing Reimbursement Agreement was acknowledged before me this ____ day of _____, 2013, by _____, the Mayor, and _____, the City Clerk, of the City of Auburn Hills, Michigan.

Notary Public
Oakland County, Michigan
My Commission Expires _____

THE CITY OF AUBURN HILLS
BROWNFIELD REDEVELOPMENT
AUTHORITY,
a Michigan municipal corporation

By: _____
Its Chairperson

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

The foregoing Reimbursement Agreement was acknowledged before me this ____ day of _____, 2013, by Craig Capen, the Chairperson of the City of Auburn Hills Brownfield Redevelopment Authority.

Notary Public
Oakland County, Michigan
My Commission Expires _____

Exhibit A

Legal Description

The Property is located south of Walton Boulevard, north of Pontiac Road and bounded by Opdyke Road on the west side and Interstate 75 on the east side. The parent Property's tax identification number is currently 14-14-176-007; however, starting in January 2014, the tax identifications numbers for the two parcels will be (02-14-14-176-011 and 02-14-14-176-012).

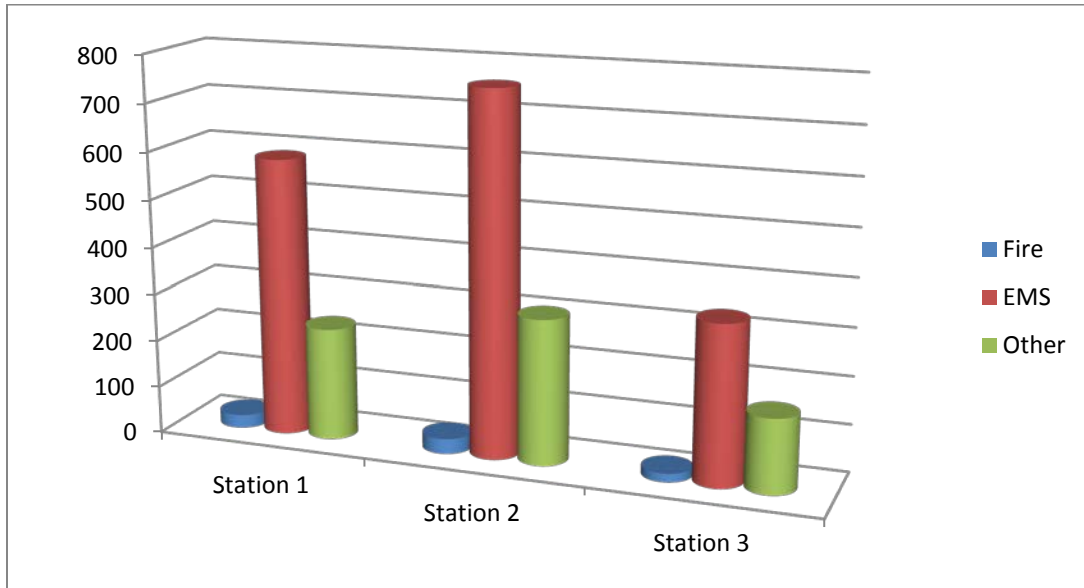
Auburn Hills Fire Department

Monthly Activity Report

October 2013



Station Calls for Service, Year to Date



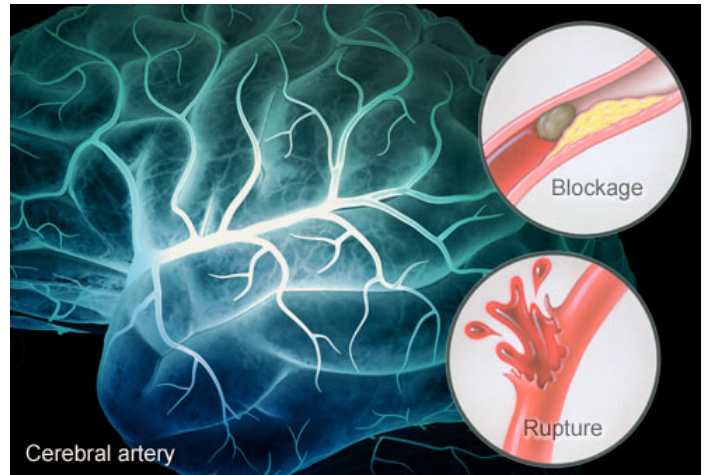
During the month of October the department responded to 280 calls for service. This represents an increase of 1 incident from September 2013. 51% of all calls for service were in Station 2's district. Responses for station 1 and 3 were 31% and 18% respectively. There were 11 actual fires and 269 non-fire related incidents.

The Fire Departments Staffing did change this month. We said goodbye to Jesse Karaschin after 10 ½ years of service and Justin Fallon after 6 years of service. We currently employ 16 full-time staff and a total of 30 paid on Call personnel: 6 assigned to Station 1, 16 to Station 2, and 8 to Station 3 with an additional 4 part time medics.

We would like to bring to your attention to a call of interest:

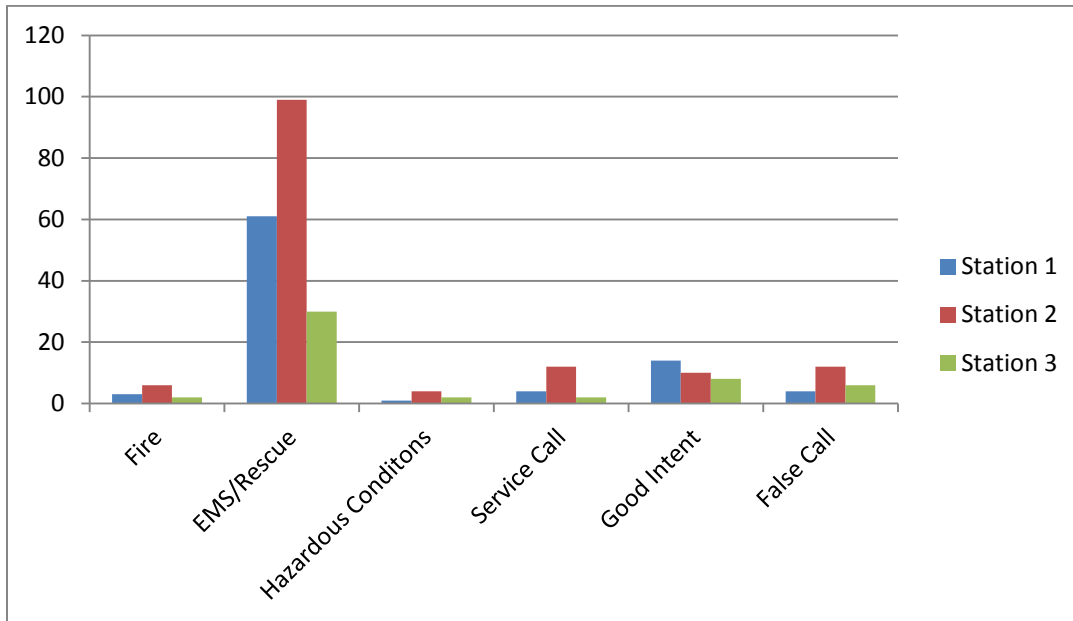
Fire Department Paramedics respond to subject “not feeling well,” find a stroke victim.

Paramedics Joe Ehlen and George Hamzik responded to Chrysler headquarters on 10/16 for a patient not feeling well. Paramedics immediately noted that the patient had obvious signs and symptoms of a stroke, which can be caused by a blood clot in one of the arteries that feed blood and oxygen to the brain causing brain tissue death and possible lifetime disability. The patient was immediately transported to a local hospital that is certified as an Interventional Stroke Center. The paramedic crew was congratulated by the receiving physician for their speed in recognizing the stroke signs excellent work. He also informed them that the Auburn Hills Fire Department



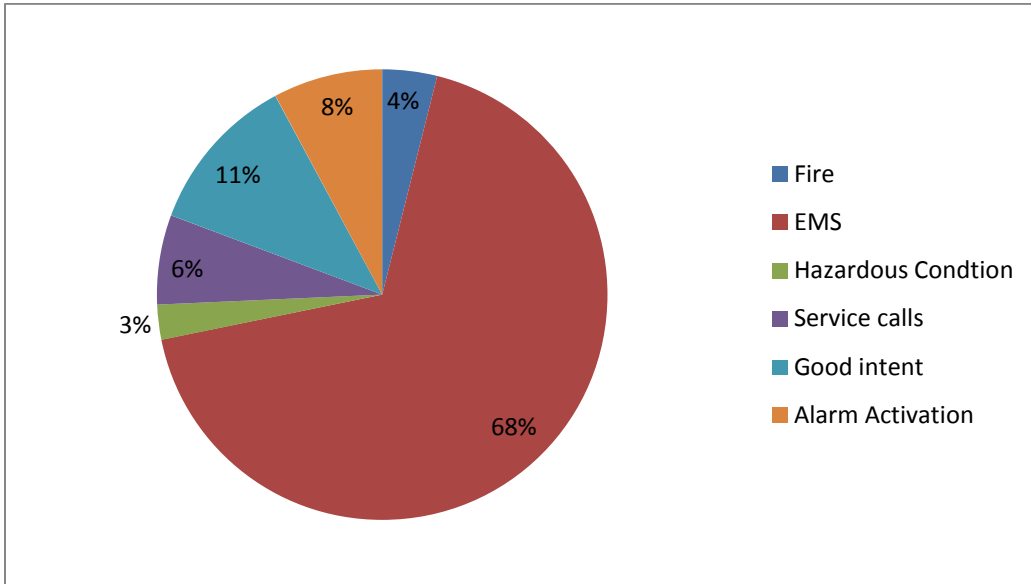
now holds the fastest door to needle time (18 minutes) with TPA administration. TPA is the most effective clot busting, stroke reversing drug available to these critical patients. With stroke patients quick identification, and rapid transport to a stroke center is the most effective intervention to save critical brain tissue. The most recent information from the hospital is that the patient was making an excellent recovery and already regaining lost brain function. Great job!

Incidents Type by Station



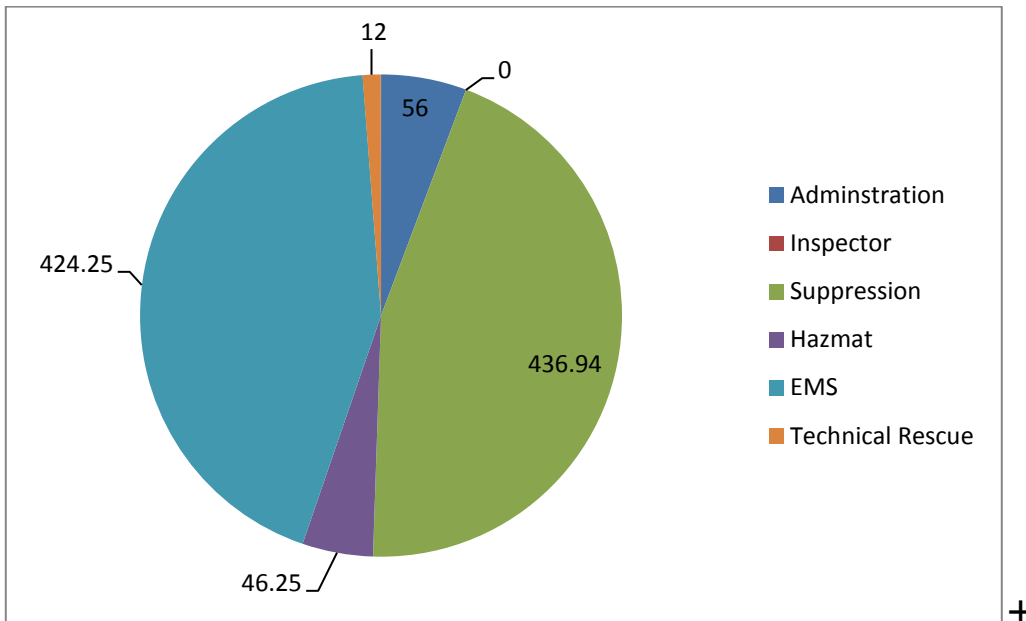
Station 2 continues to be the most requested station for calls for service. This is due to the fact that this area has several high occupancy buildings within its response area, including Oakland University, medical facilities, large office buildings, and several senior housing complexes making up the bulk of the call volume. The department had a total of 190 EMS calls in October. Within that total, 102 of these were actual transports to a local hospital. 67 of the transports were ALS (advance life support) which requires one of the following procedures: drug therapy, advanced airway management or advance cardiac care. 35 were BLS (basic life support), which represents a stable patient who does not require any ALS procedures.

Incidents Type by Call



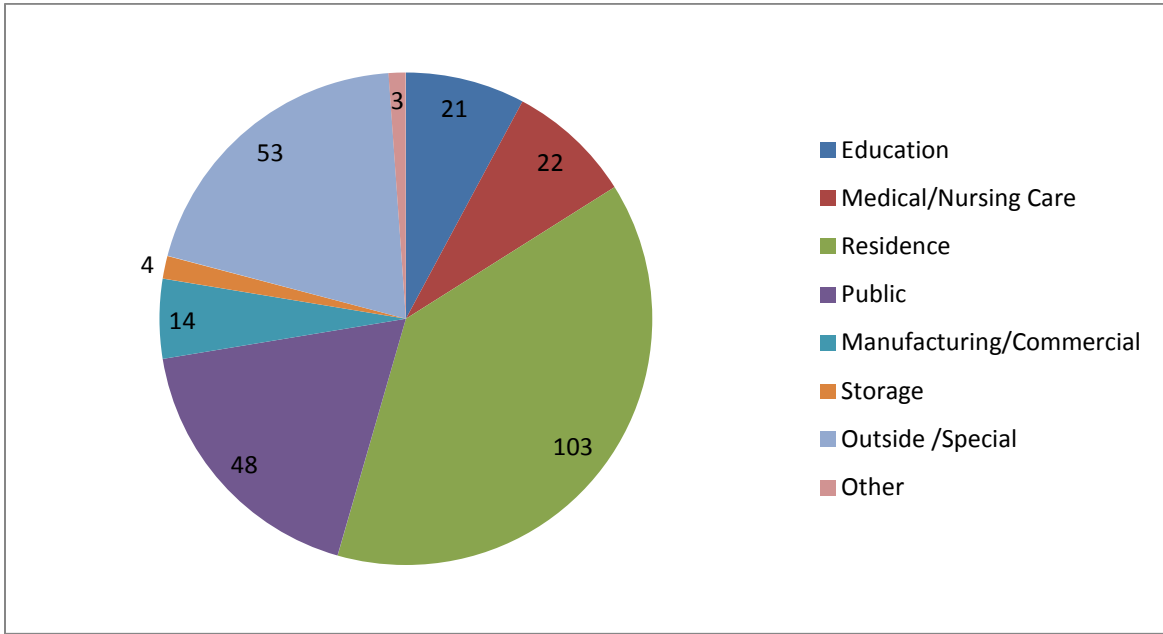
EMS calls remain the highest requested service; moving up to 68% from last month's reported 62% of our total calls. Fire activity increased to 4% for the month. False alarms decreased to 8%.

Training Hours



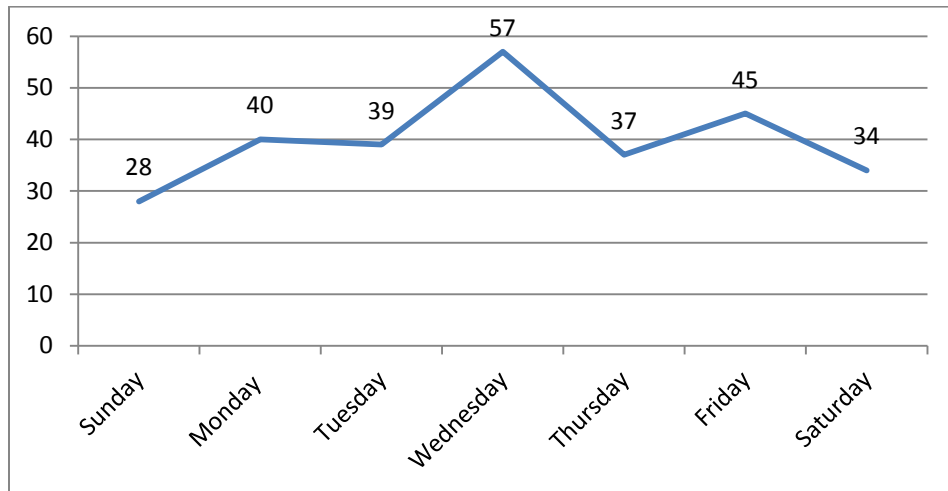
Suppression training continued to account for the most hours in October's training report. This includes the monthly scheduled training dates, FTO and technical rescue. Suppression training of our personnel, particularly the Paid on Call staff is critically important due to the high risk/low frequency nature of fire fighting.

Responses by Location Type



In October, 38% of all emergency responses were to residential occupancies, 18% were at businesses and public places such as restaurants, retail stores and other buildings open to the public.

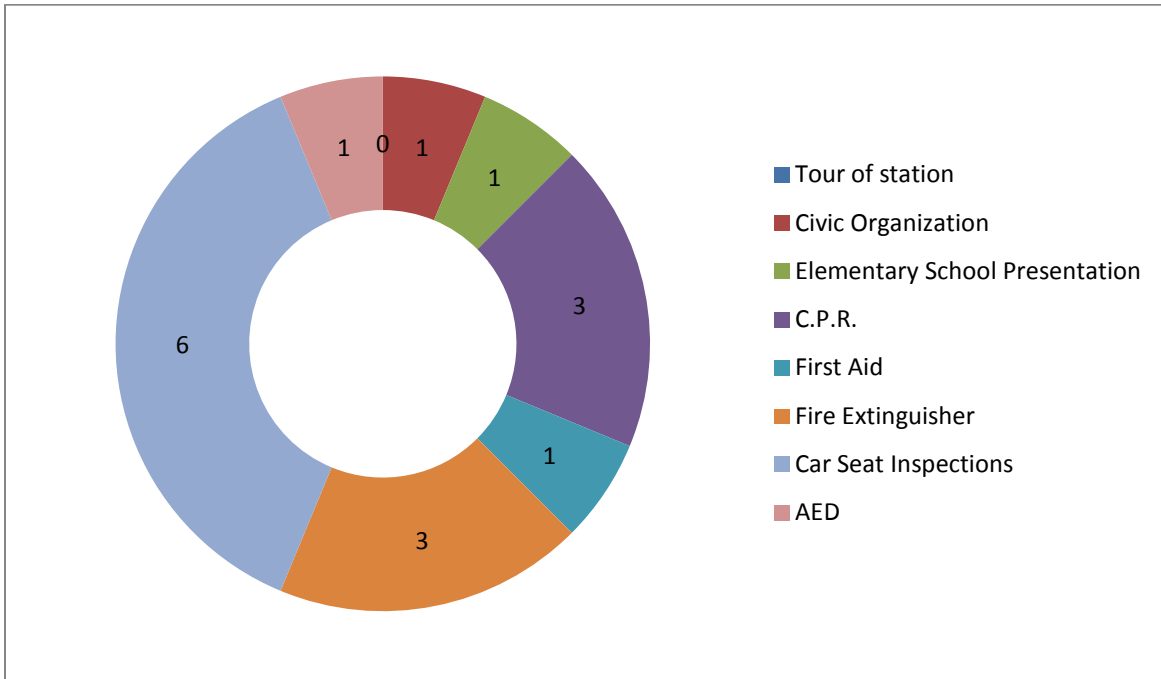
Incidents by day of the week



The data above reflects that Wednesday was our busiest day of the month, reporting 57 calls for service.

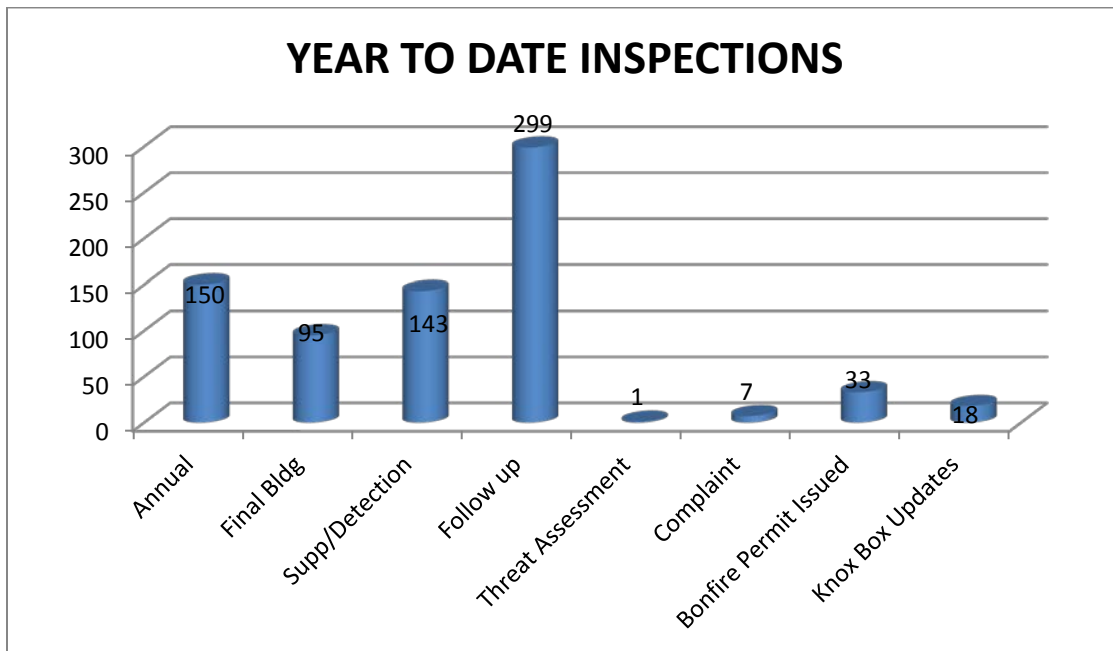
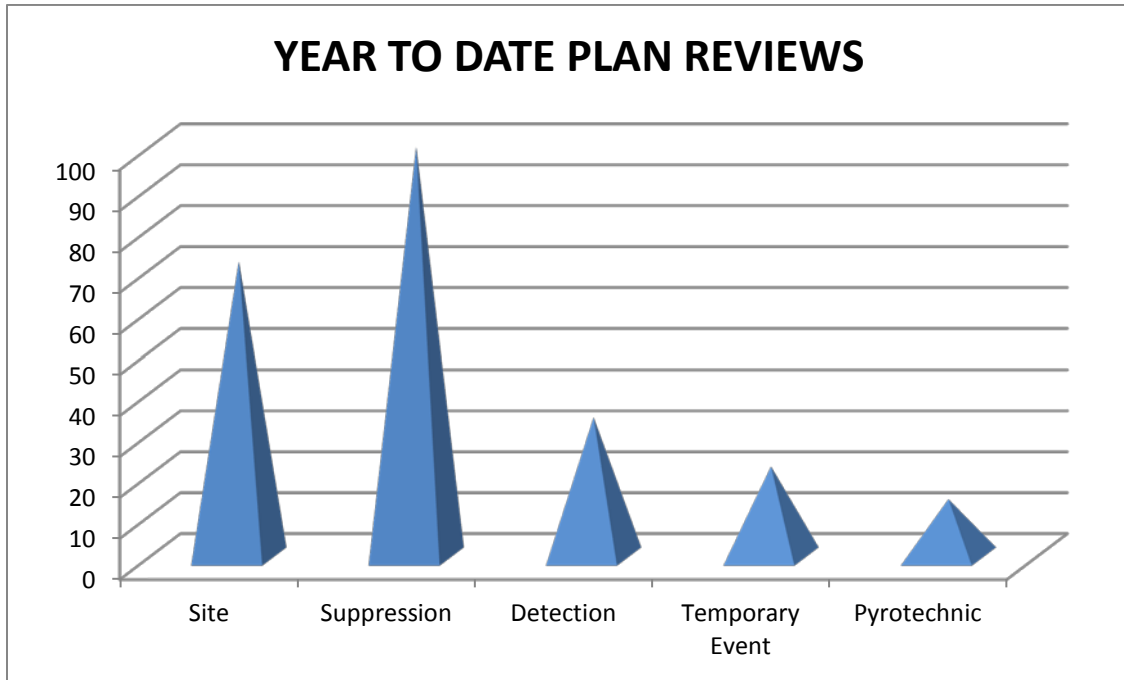
Public Education

October 2013



We conducted 16 programs over the month of October. Public education continues to be a very important part of the Fire Department. There were a total of 145 programs delivered last year.

Prevention Division



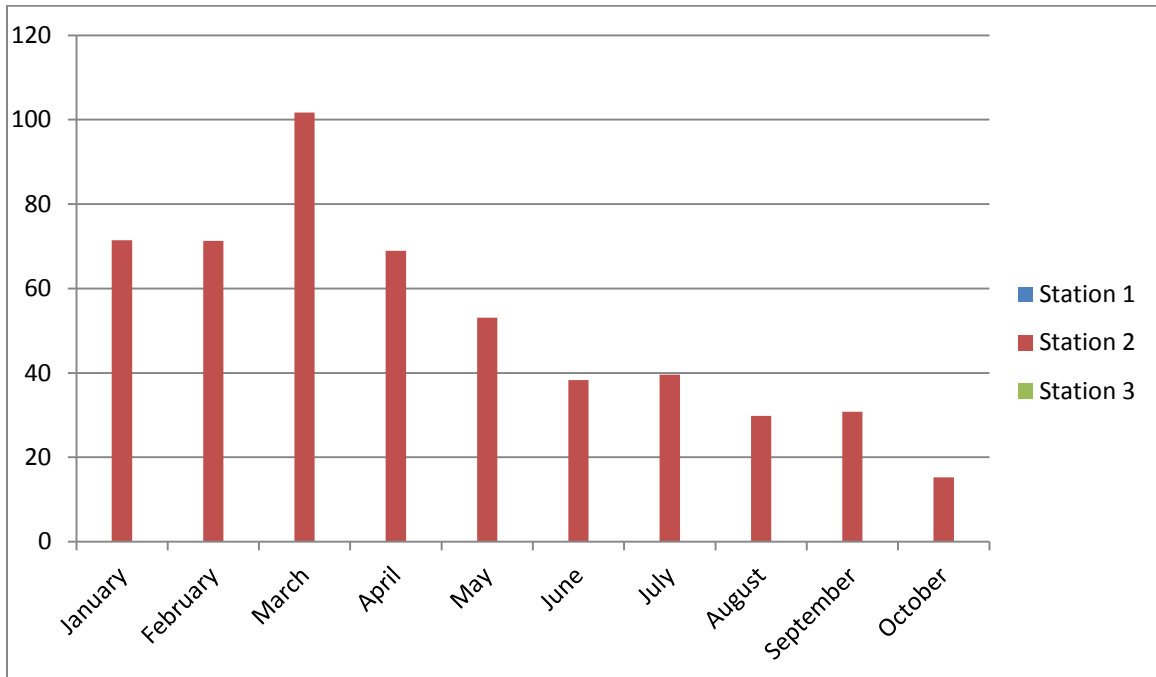
The graphs above reflect the activity of the Fire Prevention Division. The main focus of their efforts has been directed at getting new businesses into their buildings in an efficient and timely manner and ensuring fire safety of existing businesses as well.

They have also been working diligently on processing Hazardous Materials applications and issuing permits. As of October 28th they have collected \$57,600 in for Hazardous Materials permit fees for 2013.

Firefighter Fitness

October 2013

Fire personnel are encouraged to maintain a healthy lifestyle through proper diet and exercise. During the month of October fire personnel logged 15.25 hours of workout time at station 2. No workout time was recorded at stations 1 and 3.



AUBURN ❖ HILLS

Dept. of Emergency Services – POLICE DIVISION



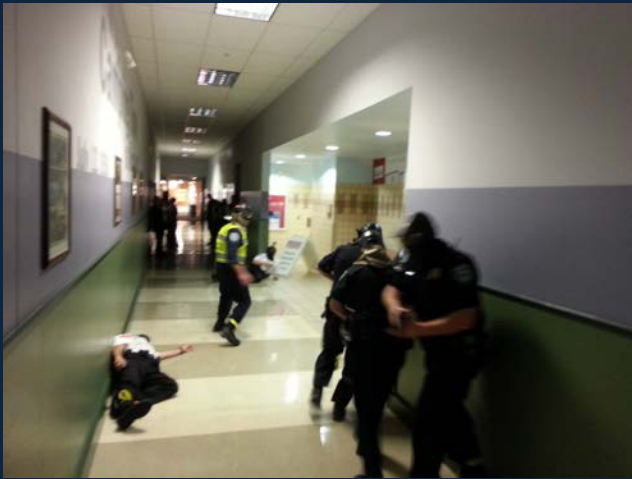
≈ Auburn Hills Police 1899 N. Squirrel Road, Auburn Hills, MI 48326 ≈

Monthly Report: October 2013

Active Shooter Training Exercise at Great Lakes Crossing Outlet

On Sunday, October 20, 2013 members of the police department working in conjunction with Great Lakes Crossing Security conducted a mock training exercise at the mall. Several scenarios were conducted which included active shooters and/or emergency threats within the mall.

Lieutenant Miarka and the use of force training staff developed scenarios that would benefit both our staff and staff at the mall. The scenarios were accomplished using role players and force on force training equipment that provides immediate feedback to the responding officers.



These training exercises are designed to test our officers and staff at the mall on how they handled the emergency. It helps to improve response plans and is an invaluable experience for those who participated, which they can rely on when it is a true emergency of similar nature.

We take preparing for these low frequency/high stress events very seriously. Our staff is committed to preserving life and taking immediate action to stop threats of this nature as quick as possible. Another example of building on our table top exercises and moving toward a real-life training experience.

Attempt Pharmacy Break-in Leads to Pursuit of Suspects

On Thursday, October 24, 2013 at 05:30 am, information was broadcast to area agencies that two pharmacy burglaries just occurred in Independence Twp. and Orion Twp. in Oakland County. Officer Mike Miller pulled into the parking lot of a local pharmacy located at 2049 N. Opdyke Rd. (Ultimate Medical Pharmacy) to check the building. Officer Miller pulled behind the business and observed suspects attempting to break into the pharmacy's back door.

The suspects then fled the scene in two different vehicles; silver colored Chrysler 300 and white colored Chevy Trailblazer SS. Officers Miller and Skomski attempted to stop the Chrysler 300 and the vehicle began to flee, which led to a pursuit of the vehicle onto southbound I-75. Attempts were made by officers from Troy and Madison Heights Police Departments to deflate the suspect's tires; however the suspects were able to avoid the "spike-strips". Sergeant Steve Groehn who was on the road monitoring the pursuit terminated the pursuit in the area of I-75 and 12 Mile Rd.



The suspects continued into the City of Detroit where they robbed a clerk at a Rite Aid Pharmacy. Unbeknownst to the suspects they had taken a pill package that contained a GPS tracking device in it. This led Detroit Police and FBI to the suspect's home in Detroit where they were taken into custody. These suspects turned out to be part of a larger organized crime ring in southeast Michigan and are currently awaiting Federal charges.

Possession of Marijuana with Intent to Deliver

On October 14, 2013 at midnight, Field Training Officer Todd Raskin and Officer Tracy Merony were checking the parking lot of Exhale Hookah Lounge on University Dr. They observed a vehicle with the interior dome light on and nobody inside of the car. They checked the car and observed a glass smoking pipe and what appeared to be a bag of marijuana in the center console. While standing outside the car they heard several people in the woods nearby.

Officers located 3 people in the woods smoking marijuana. One of the individuals was the owner of the car. A consent search was done of the 3 people and the vehicle.

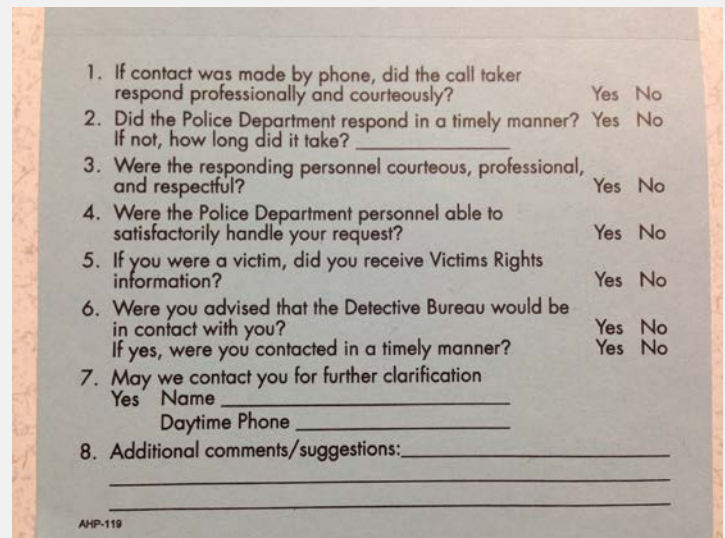


A large amount of marijuana was located in the car along with paraphernalia consistent with selling marijuana. None of the individuals had a medical marijuana card. The owner of the car, an 18 year old man from Oxford, was arrested for possession of marijuana with intent to deliver. The case was presented to the prosecutor's office for review. A 19 year old Auburn Hills woman was ticketed for possession of drug paraphernalia. The vehicle involved was forfeited as part of the case for being used in the sales of drugs.

Tools to Measure Success

In an effort to gage the services our personnel have provided, the Department sends out 100 survey cards to citizens with whom we have had contact with during the previous month. This post card size survey, commonly referred to as a "Blue Card" for its color, asks six questions about the quality of service the citizen received. On average we receive 10 to 20 cards back each month where citizens have provided feedback.

The overwhelming majority of the time it is very positive comments. These cards are then shared with the officer and their supervisor as part of our performance evaluations. From time to time we do receive negative feedback and will follow-up with the citizen to obtain more information about their contact with us and if it warrants additional investigation.



1. If contact was made by phone, did the call taker respond professionally and courteously? Yes No

2. Did the Police Department respond in a timely manner? Yes No
If not, how long did it take? _____

3. Were the responding personnel courteous, professional, and respectful? Yes No

4. Were the Police Department personnel able to satisfactorily handle your request? Yes No

5. If you were a victim, did you receive Victims Rights information? Yes No

6. Were you advised that the Detective Bureau would be in contact with you? Yes No
If yes, were you contacted in a timely manner? Yes No

7. May we contact you for further clarification
Yes Name _____
Daytime Phone _____

8. Additional comments/suggestions: _____

AHP-119

We take our service to the public very seriously and we hold our employees to high standards. The public must have confidence in our services in order for us to be effective in the community.

This is another unique tool that we use to measure our success and helps guide improvements to our service delivery in the future.

“Employee Spotlight” Officer Bryan Eftink

Officer Bryan Eftink began his law enforcement career with the Auburn Hills Police Department in September 2002. Officer Eftink is a proud graduate of Grand Valley State University where he earned a Bachelor’s degree in Criminal Justice prior to attending the police academy there.

Officer Eftink has been an active member of the department in his 11 year career. He is a crash reconstruction investigator on the Southeast Oakland County Crash Investigation Team and also teaches crash investigations at the Oakland Police Academy. Officer Eftink is an evidence technician and forensic video analyst. Many agencies have used his experience and knowledge to analyze surveillance videos in serious cases in order to successfully prosecute these crimes. Officer Eftink has become more involved as an active instructor with the Oakland County Tactical Training Consortium in mobile field force or “riot” tactics.



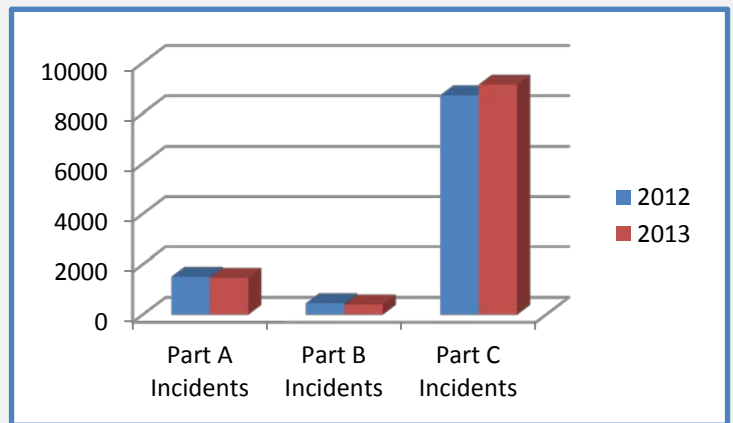
When asked what he enjoys most about being a police officer, Officer Eftink responded, “Putting the pieces of an investigation together in order to solve a mystery.”

Officer Eftink is an avid Michigan Wolverine fan and enjoys following the football and basketball teams. He enjoys spending time with his wife, family, and friends. He spends his spare time outdoors working around the house and enjoys landscaping.

Officer Eftink has demonstrated his passion for service and is committed to helping others learn and grow through the classes he teaches.

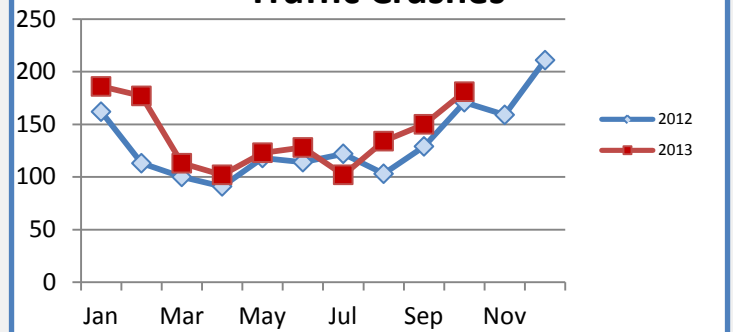
Crime and Service Statistics

We continually strategize our responses and make the best use of the tools and personnel we have to produce the best possible outcomes.



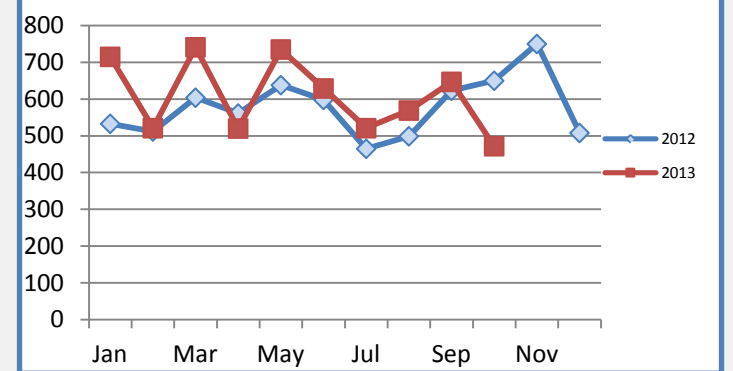
We have experienced a -2.58% decrease in our Part A incidents (more serious offenses), -10.28% decrease in our Part B incidents (non-violent misdemeanors), and a 4.85% increase in Part C incidents (misdemeanor and service related incidents) compared to the same time frame last year.

Traffic Crashes



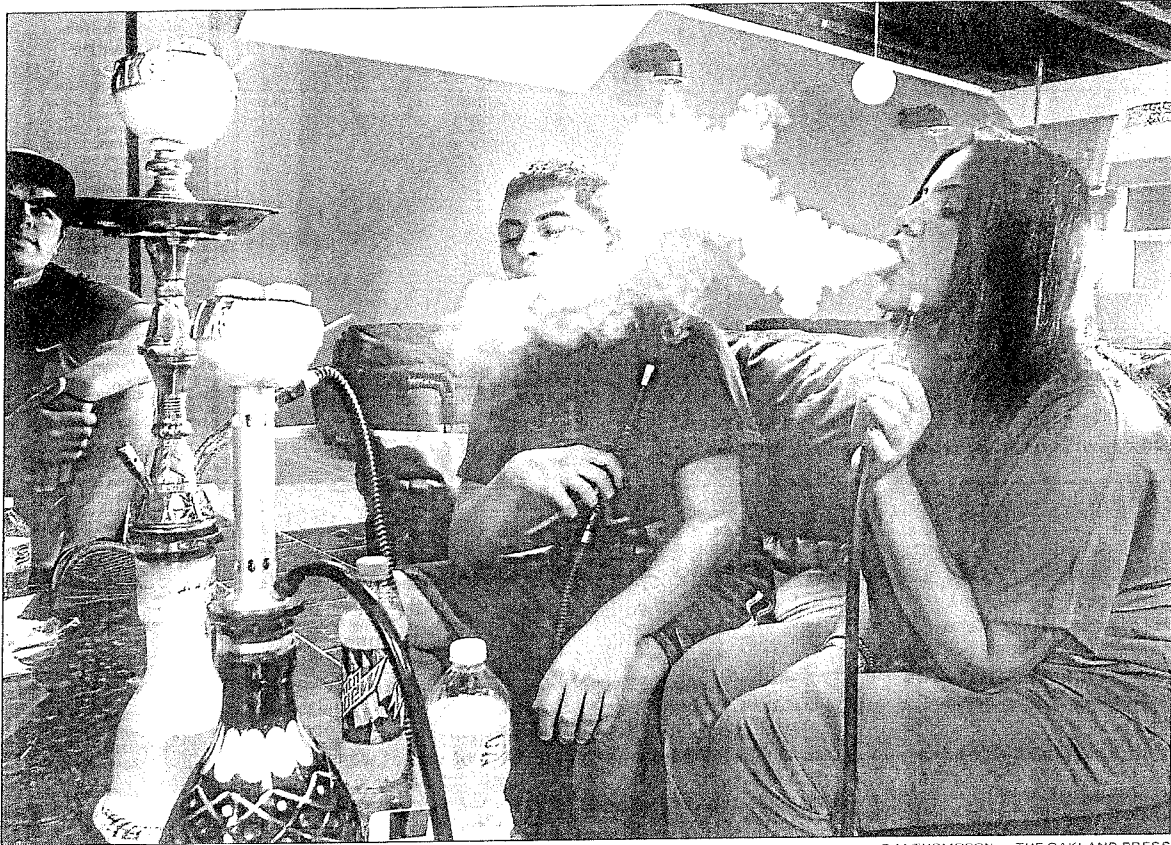
We have experienced a 10.61% increase in traffic crashes compared to the same time frame last year.

Citations



Officers have issued 4.93% more traffic citations compared to the same time frame last year.

HOOKAH LOUNGE ORDINANCE PASSES



BY M. THOMPSON — THE OAKLAND PRESS

Rimi Hirmiz, co-owner of The Exhale Hookah Lounge, smokes with Kristina Pattan in the Auburn Hills shop. Auburn Hills approved an ordinance regulating smoking lounges/hookah bars after reports of rising crime rates in the immediate vicinity.

By Andrew Kidd
andrew.kidd@oakpress.com
[@andrewjkidd](#) on Twitter

Hookah lounges in Auburn Hills will be facing a new set of restrictions following the approval of an ordinance regulating smoking lounges.

The Auburn Hills City Council passed Ordinance No. 13-857 which sets consistent standards for the licensing and operation of smoking lounges within the city, including filing of annual applications for permits, fees, limiting hours of operation to between 8 a.m. and 12 a.m. and enforcing fines for violations.

"It's similar to problems you'd find at bars, however with the smoking lounges you get more of a younger crowd."

— Lt. Ryan Gagnon, Auburn Hills Police Department

The city previously placed a 180-day moratorium on new smoking lounges following increased reports of underage customers and police calls in the area immediately surrounding the city's two hookah bars.

"It's not been a huge, taxing problem on us, but we've had problems," said Lt. Ryan Gagnon of the Auburn Hills

Police Department. "It's similar to problems you'd find at bars, however with the smoking lounges you get more of a younger crowd."

Gagnon said that the moratorium period was used to research what other communities had done to address many of the same issues, leading the city to adopt a similar ordinance.

The Troy City Council passed an ordinance in May limiting operating hours of the city's hookah lounges to no later than midnight. The move was in response to a shooting incident in the parking lot of the Mist Hookah Lounge.

The city's two current hookah lounges have 180 days to comply with the licensing portion of the ordinance while restrictions on hours goes into effect immediately.

"We hope that it will make businesses comply with basic standards of good business practices," Gagnon said, "and the public will be informed of what the regulations are when they go into an establishment like this. We expect (customers) to be mature and act appropriate, not be disorderly or cause disturbances."

Exhale Hookah Lounge owner Rimi Hirmiz said he would prefer to learn more about the specifics of the ordinance before offering comment.

The owner of Grizzly Hookah Lounge could not be reached for comment.

Monday, November 25, 2013

AUBURN HILLS

AUBURN HILLS

Former mayor, council member say farewell; will remain active

By Andrew Kidd
andrew.kidd@oakpress.com
@andrewjkidd on Twitter

Auburn Hills' former mayor and a departing city council member bid adieu to a packed house at a recent city council meeting as their terms drew to a close — and a new mayor was appointed.

Mayor James McDonald and council member Anne Doyle were recognized Monday night for their service to the City of Auburn Hills.

McDonald, who served 12 years as the city's mayor, said he will still remain active in city affairs.

"After spending 24 years in the political realm and a being lifelong resident of the city, I'm not just going to leave it and travel on," he said. "I'm going to remain here and be an active resident."

During his 12 years as mayor, McDonald said he was proud of the city's growth with the addition of three fire stations and additions to the city campus including the

community center and the city hall's new council chambers.

"The growth of the city while I was in office was extraordinary," he said. "Growing up from a little town to a globally known address, I can truthfully say Auburn Hills has grown up."

Doyle, who served a four-year term on the city council, said that she enjoyed the respect each council member showed one another and is optimistic regarding the council's latest additions.

"I feel very good about the council that's been elected and we have a very strong leadership team here," she said. "I'll still be showing up now and then and definitely paying attention."

She said the highlights of her time on the council, besides having the opportunity to serve the city's residents, was the streamlining of the city's trash pick-up services, which decreased congestion and minimized wear-and-tear on the city's roads. Doyle was

happy to witness the recovery of the automotive industry as well.

The council appointed Kevin McDaniel mayor with mayor pro-tem going to Bob Kittle, who along with Henry Knight was re-elected to the city council Nov. 5.

Newcomers John Burmeister and VeRonica Mitchell took their seats on the city council as well.

"I wanted to say thank you to the residents for supporting me over the last 6 years, as I have truly enjoyed serving on City Council," McDaniel said via e-mail. "It is a great honor to be selected by my peers to lead this council during such an exciting time for our city. I look forward to working with our council and staff and also welcome council members Mitchell and Burmeister to the team. I would also like to thank my best friend and beautiful wife, Erika. Without her love and support I would not be able to take on this new challenge and I look forward to this opportunity."

Oakland Press 11/22/13



Auburn Hills council chooses youngest mayor ever

Khalil AlHajal | kalhajal@mlive.com By **Khalil AlHajal | kalhajal@mlive.com**

Follow on Twitter

on November 19, 2013 at 4:34 PM, updated November 19, 2013 at 4:47 PM

AUBURN HILLS, MI -- Kevin McDaniel was appointed mayor of Auburn Hills by City Council on Monday.

At 34, he is is the youngest mayor in the city's history, officials said.

The Oakland County community of about 21,000 residents is home to Chrysler and the Detroit Pistons.

(Related: **Tom Gores won't move the Pistons back to Detroit... yet**)

"Auburn Hills is a city that has seen great economic development over the past few years and is positioned to continue to grow not only in the commercial realm, but also in residential and educational space,"

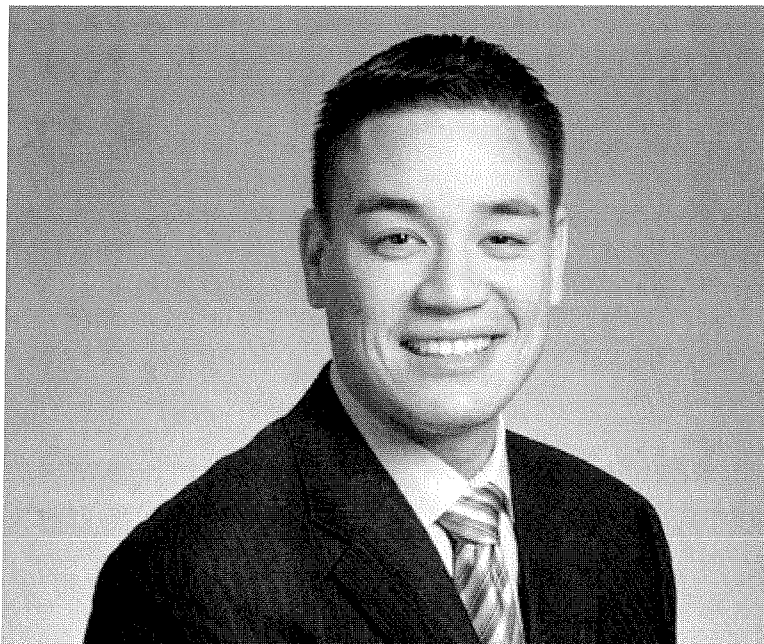
McDaniel said in a statement. "I look forward to working with my fellow council members, city staff, residents and members of our business community to continue making Auburn Hills a great place to live, work and play."

Auburn Hills operates under a city manager, Pete Auger, and a mayor chosen by an elected council from among its members.

McDaniel, a healthcare consultant for Pfizer, was first elected to City Council at age 28 in 2007.

He replaces James McDonald, who **served as mayor 12 years** and did not seek re-election to the council in the Nov. 5 election.

Newly re-elected councilman Bob Kittle was appointed mayor pro tem.



Kevin McDaniel was appointed mayor of Auburn Hills, the youngest in the city's history, by City Council on Monday.

(City of Auburn Hills)

Board | Town Square

Caregiver Support Group at Auburn Hills Community Center Sponsored by Crittenton Home Care

Posted by Local News, November 06, 2013 at 10:28 AM

Comment

1 Recommend

Crittenton Home Care invites the community to a Caregiver Support Group on Nov. 21 at 6 p.m. at the Auburn Hills Community Center. Lead by an Alzheimer's Association facilitator, the group provides an opportunity for caregivers to discuss how their lives have been affected as they care for someone with Alzheimer's disease.

0

1

2

A safe and supportive environment will be created so group members can share feelings and coping strategies, reduce feelings of loneliness, as well as find new meaning, connection, and hope. Monthly meetings will be held based on interest and community response. Please call for details and information on future dates and times. Volunteer respite assistance may be available.

To register, call the Auburn Hills Community Center at 248-370-9353 or visit auburnhills.org. For more information, call Crittenton Home Care Community Relations Coordinator at 248-656-6757.

City of Auburn Hills Community Center
1827 N. Squirrel Road
Auburn Hills, Michigan 48326

Please feel free to contact the Alzheimer's Association - Greater MI Chapter Helpline at 1-800-272-3900 to get a list of other Alzheimer support groups at over 40 locations in the Metro Detroit Area.

Related Stories

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Blog bytes

Passing the torch

No, not talking about the Olympic torch that actually made its first trip into space a week or so ago, up to the space station and back.

One of the things that is really neat in our society is the peaceful transitions of government. We are spoiled in the United States of America because this is not the case around the world, even today.

At last night's City Council meeting the ceremonial torch

was passed as long term Council Member and Mayor, Jim McDonald stepped down after years of faithful service along with Council Member Anne Doyle. The two newly elected officials, VeRonica Mitchell and John Burmeister, took their oaths of office for the first time while Henry Knight and Bob Kittle were sworn into office again.

Next was the choosing of the new Mayor. In Auburn Hills, the Mayor and Mayor Pro-Tem are

chosen amongst the City Council themselves for a two year term. Kevin McDaniel was selected to lead the City Council as Mayor and Bob Kittle was selected to be the Mayor Pro-Tem. I am always thankful for the way elected officials handle themselves professional during these transitions. So many times elected officials get painted with that broad brush which normally casts them in a negative way.

Oakland Press
11/24/13

AUBURN HILLS

Auburn Hills recognized as 5-star community in UofM eCities study

The City of Auburn Hills has been recognized as a five-star community in a recent study performed by University of Michigan-Dearborn's Center for Innovation Research, also known as iLabs.

The city and other communities were recognized in the eCities study for efforts to promote entrepreneurial growth and economic development.

The study analyzed 102 communities in 37 Michigan counties, which are home to 36 percent of the state's residents and 40 percent of its college grad-

uates.

The cities surveyed also counted for nearly one-third of entrepreneurs in the state — recording more than \$3.2 billion in self-employed income — and had around \$1.8 billion in commercial construction in 2012, which accounts for more than 48 percent of commercial property in the state.

The project helps to make the university an asset for local leaders when it comes to economic development said Tim Davis, iLabs director for UM-Dearborn, in a press release.

11/25/13
Oakland Press

AUBURN HILLS

It's a first: Fall festival will focus on children with autism

OUCares and the Oakland University Center for Autism will host their first fall festival for children ages 10-18 affected by autism.

The event takes place 6:30-9:30 p.m. Friday at the Auburn Hills Community Center, 1827 N. Squirrel Road.

The festival will feature moon bouncers, food, dancing, crafts, game room, dress-up, face-painting, a photo booth and other carnival activities.

The goal of OUCares is to promote understanding and awareness of autism spectrum disorder through education, research and support.

For information, go to www.oakland.edu/oucares.

Free Press

11/17/13

FROM PAGE ONE

Oakland University dealing with 'collateral damage' after players' arrests

By PAUL KAMPE

Of The Oakland Press

paul.kampe@oakpress.com;

@PaulKampe

The suspension of two Oakland University basketball players has left the team shorthanded and drawn unwanted attention on the institution.

Oakland players Dante Williams and Duke Mondy were suspended indefinitely Friday by head coach Greg Kampe after the pair was arrested early Thursday morning on suspicion of sexual assault at a Culver City, Calif., hotel where the team was staying on a West Coast trip. They were later released when prosecutors declined to press charges due to insufficient evidence.

The veteran coach is waiting to make a judgment on the players' suspension until he deliberates further on the incident. Kampe got his first chance to speak to Mondy and Williams since their arrest after Friday's game.

He said he and the players had "heart to heart" conversations about the incident and their commitment to the team, adding there were tears and remorse from both Williams and Mondy.

"I got every bit of information about the situation from their side," Kampe said. "Now, I'm going to process that information."

Williams and Mondy were released from jail Friday morning after offi-

cialists opted not to file charges related to the arrests due to a lack of evidence, the district attorney's office said Friday afternoon.

Kampe said he expects to make his recommendation regarding the players' suspensions to director of athletics Tracy Huth by midweek.

"They've done nothing wrong criminally," Kampe said. "But unfortunately, the results have brought a lot of collateral damage to them, their teammates, to the department of athletics and, most importantly, Oakland University.

"We've all got to pay for that."

COURTS

Ex-OU coach currently weighing legal options

Beckie Francis has until Nov. 30 to file lawsuit against Oakland University

By Paul Kampe

paul.kampe@oakpress.com
@PaulKampe on Twitter

The attorney for fired Oakland University women's basketball coach Beckie Francis has reviewed the internal review the school went to court to protect and said the record is as meaningless to her client's termination as previously thought.

"(The report) contains a lot of vague, unspecified comments people are making (about Francis)," attorney Deborah Gordon said. "It doesn't appear there was any investigation into anything people are saying.

"It was what I anticipated."

Gordon, who successfully represented Francis in a recent lawsuit in Oakland County Circuit Court under the Employee Right to Know Act seeking to obtain a more comprehensive version of the internal review of Francis and her program, was unsure about the next course of action for her client.

Circuit Court Judge Martha Anderson last week ordered the school to turn over an unredacted version

of the report for her review and she blacked out students' personally-identifiable information the school sought to protect before releasing the documents to Francis.

Francis has only until Nov. 30 to file further litigation against the Rochester-area school due to a statute of limitations in her employment contract. She was fired June 12 after 13 seasons at the school, the same day her husband, longtime university president Gary Russi, announced his resignation, effective Aug. 1.

A June 21 statement by the school announced Francis had been fired with cause and indications of misconduct had come to the attention of an administrator, provoking the school to launch an internal investigation into the former coach and the program.

"I'm assuming what I have (in the report) is the justification for just-cause termination," Gordon said.

"In my opinion, it's not enough for (that)."

Oakland University has spent nearly \$100,000 in the past two months for the review, conducted by a Detroit law firm, according to documents obtained by The Oakland Press through a Freedom of Information Act request.

Had she been fired without cause, Francis would have been eligible to receive a full year of her base salary of slightly more than \$125,000.

Oakland University said in a Friday statement it was pleased with Anderson's decision to redact half of the report due to various provisions, but is exploring the possibility of appealing her ruling in regards to protecting student privacy. The school has claimed the parts it had stricken from the report were subject to the Family Educational Rights Protection Act, among other protections.

Francis filed the suit Nov. 1, seeking an emergency hearing after she says the school refused on multiple occasions to give her an unredacted version of its review. The report implies Francis was fired for emo-

A June 21 statement by the school announced Francis had been fired with cause and indications of misconduct had come to the attention of an administrator, provoking the school to launch an internal investigation into the former coach and the program.



Francis

tionally abusing players. In one instance where the report was uncensored, an interviewee called Francis a "master manipulator."

Francis had an exemplary record and performance reviews prior to her termination, which was announced with the school saying simply: "Beckie Francis has been relieved of her duties."

Saturday, November 16, 2013

OU basketball players held by police after sex assault allegations

Pair was later released, won't face charges; are suspended from team after woman's claims during California trip

By PAUL KAMPE and DUSTIN BLITCHOK
Of The Oakland Press

Oakland University basketball players Duke Mondy and Dante Williams were arrested in Culver City, Calif., on suspicion of sexual assault early Thursday and later released the next day after prosecutors declined to press charges due to insufficient evidence.

The players, who were in the Los Angeles area for a Tuesday game against UCLA, were arrested at a Culver City hotel following a special victims unit investigation, according to the Culver

City Police Department.

They were released from the Culver City jail Friday morning.

The Los Angeles County District Attorney's Office reviewed the case on Friday for filing consideration, but declined to file because of insufficient evidence, said spokeswoman Shiara Davila-Morales.

Oakland University basketball spokesman Scott MacDonald said senior guard Mondy, 22, and junior guard Williams, 20, have been suspended from the team pending the outcome of an internal review.

Mondy and Williams

were arrested at 5:42 a.m. Pacific Standard Time on Thursday after a female called 911 to report she had been the victim of a sexual assault in a hotel room, Culver City police said.

Oakland head coach Greg Kampe took the blame, adding team policy was broken and he needs to fix it.

"This is my fault," he said. "I'm in charge. This is not what Oakland basketball is all about. We're supposed to be a beacon of light for the university."

The Golden Grizzlies

"This is my fault. I'm in charge. This is not what Oakland basketball is all about. We're supposed to be a beacon of light for the university."

GREG KAMPE
Oakland University
basketball coach

PLEASE SEE **OU/A-5**

AGE ONE

OU

FROM PAGE A-1

are in the midst of a West Coast road trip that included Tuesday's game against UCLA and a tip with UC Berkeley on Friday.

The 911 caller was a female in her 20s, according to TMZ.com. Kampe said the players met her at Wednesday's Los Angeles Clippers game at Staples Center, where 16 team members attended, including assistant coaches — Kampe, however, was not there. He was recording his weekly radio show for WDFN-AM at the time. He said he received the news of Williams'

and Mondy's arrests in a phone call from the hotel's front desk staff around 5 a.m. Thursday.

Kampe said curfew for the night was 1 a.m., later than usual for the Golden Grizzlies.

"This was an unusual situation because it was an off-day," he said.

The veteran coach said he had not spoken to the players as of Friday afternoon. He said they would rejoin the team in Berkeley before flying home to Oakland University today. The Golden Grizzlies continue their road trip Sunday at Gonzaga in Spokane, Wash., before heading to South Carolina to play their two remaining games of the mainland

Maui Invitational.

Kampe said it is possible Mondy and Williams could rejoin the team soon, but he needs to assess the situation further.

"This is a really big moment for me to make the right decision for them," he said.

Mondy transferred to Oakland in 2011 after reportedly being released from his scholarship by Providence College due to disciplinary issues. He was reportedly involved in an assault carried out by two former teammates, though he was never charged.

Mondy, who led the nation in steals last season, is a starter for the team, while Williams is a reserve player.

In OU coach case, truth will be revealed in time

Beckie Francis, former women's basketball coach at Oakland University, wanted to know why she was fired last June. So did many other people. All university officials had said

that she was fired "for cause." Now we know. At least we know the university's version of the cause(s): According to its response to a lawsuit filed by Francis attempting to gain access to her com-

plete employee file, she was fired for allegedly inflicting emotional abuse on her players and for her inability to separate her religious views and her coaching.

OUR SAY

And according to the University, she knew well why she was fired, with reasons furnished to her in person and in writing – and to which she furnished rebuttal.

Francis coached winning

teams during her two stints at Oakland. But at some point in the recent past, players began to complain, according to the University. One former player, a Muslim, said Francis required players to attend Christian church services and a Christmas gathering at her home, the former player told The Oakland Press. Documents alleged that Francis was "obsessed" with body fat and nutrition. One woman interviewed

said players weren't getting enough calories and added she was eating and vomiting. Players were fearful. Assistants allegedly were chastised in front of players.

Francis had been told previously to separate her religious views and proselytizing from her coaching. The tweets she shared with her players contained biblical references. According to her attorney, they were "innocuous."

We were somewhat surprised by a recent report that the university had spent nearly \$100,000 in an internal investigation of the coach and her program, according to documents obtained by The Oakland Press through Freedom of Information requests.

It makes more sense following Francis' lawsuit against the university. Her salary was well over the amount spent on the investigation. That cost might look

reasonable if regarded as a defensive move.

We don't know just what went on in the women's basketball program at Oakland University.

According to Francis, it was nothing that wouldn't be expected of a good coach.

But something changed in the dynamic between coach and players.

Only time will tell if it is indeed the "witch hunt" Beckie Francis claimed it was.

Nov 15th 2023

OAKLAND COUNTY/STATE

Judge orders Oakland University to submit copy of internal review to fired coach Francis

By PAUL KAMPE
Of The Oakland Press

Oakland County Circuit Judge Martha Anderson ruled Friday that Oakland University must submit a copy of the internal review of former women's basketball coach Beckie Francis.

"There can be no dispute the report qualifies as part of Francis' personnel record," the judgment reads. "The report was unquestionably used in the decision-making process relative to Francis' termination."

Francis' attorney, Deborah Gordon, said she received a copy of Anderson's redacted version of the report Friday morning, but had not reviewed its contents when reached for comment.

She was unsure if she would be able to divulge the findings of the review, which was not included as a part of the judge's final order, which concludes the suit filed Nov. 1.

"I'm betting dollars to donuts the report is a whole

More online

Read documents from the case and watch video of court proceedings at theoaklandpress.com.

lot of nothing," Gordon said. "It's probably a few students or faculty who had negative comments about Beckie.

"You get disgruntled kids. When you're a strong-minded coach, you're more than likely to receive complaints."

Francis had been seeking an unredacted copy of the review as part of a suit under Michigan's Employee Right to Know Act.

Anderson heard arguments in the case Wednesday in Circuit Court.

OU implied in its response to the suit that Francis had been fired for emotionally abusing players and called the 13-year coach a "master manipulator" in an unredacted portion of a heavily censored version of the review made available to Francis.

Francis was fired June 12,

the same day her husband and longtime university president Gary Russi announced his resignation. She has until Nov. 30 to file additional litigation against the school.

Gordon said she and Francis will determine further action after reading the report.

"We're going to get the evidence underneath the sound bites," she said.

The school had argued the internal review was not a personnel record and therefore Francis should not be privy to its contents.

OU also claimed the release of the report would violate student privacy laws.

"The university provides several reasons for its near complete redaction of the report — some of which do not apply and others are based on an overly-broad interpretation of the act," Anderson writes.

Anderson said Friday some names will be redacted from the report before it is sent to Francis.

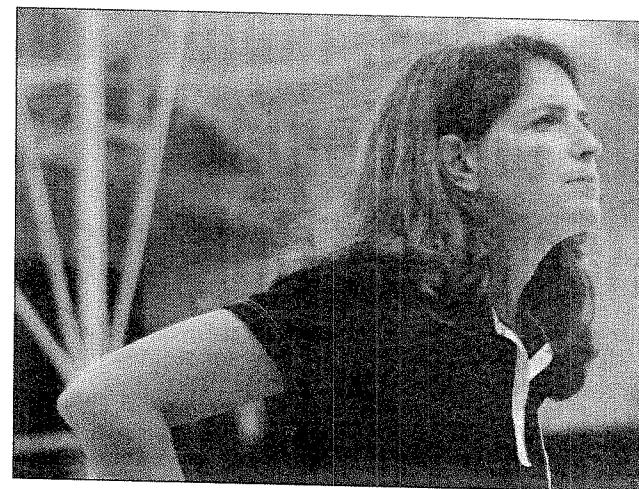
"A small portion of the report was redacted to remove specific names of individuals other than Francis and mental impressions protected by attorney-client privilege," Anderson wrote. "Most of the redacted material relates to an investigation by the university concerning individuals other than Francis."

Gordon said she and Francis had been invited on ABC's "Good Morning America," but declined the offer.

"As far as I know, they pulled the story," she said.

Francis was also awarded attorney's fees. Gordon had asked for \$2,400 in the suit, but was unsure how much Francis would receive as a result of the judgment.

Oakland University has paid nearly \$100,000 to a Detroit law firm over the past two months, according to documents obtained by



Former Oakland University women's basketball coach Beckie Francis.

The Oakland Press through a Freedom of Information request, for the ongoing internal investigation.

Attorney Robert Boonin, who represented the university in the case, deferred to an expected afternoon statement by the university when reached for comment.

"Oakland University is committed to transparency and accountability in its operations, but also to meeting legal obligations includ-

ing the protection of student privacy rights," the school's statement read. "We are pleased that the judge agreed that nearly half of the report is protected by attorney-client privilege, deals with other employees and staff planning issues, and is not part of the personnel record.

"We are disappointed that she did not protect the privacy rights of our student-athletes and we are considering appealing that issue."

Public Service Commission did review smart meter risks

By Glenn Gilbert

State Rep. Eileen Kowall of White Lake thinks an unbalanced view of safety issues surrounding smart meters has been presented in this space.

She may very well be correct. All views should be welcome.

The American Academy of Environmental Medicine health concerns about smart meters were presented. But Kowall points out that the Michigan Public Service Commission presented a comprehensive report on the issue last year.

What follows are highlights of what MPSC stated.

The commission noted that the Federal Communications Commission is charged with regulating international communications by radio, television, wire, satellite and cable within the United States. It also provides licenses for radio frequency emissions. The FCC regulations cover matters relating to public health and safety and have been designed to ensure that the levels of RF emissions that consumers are exposed to are not harmful.

"In January 2011, the California Council on Science and Technology completed a report titled 'Health Impacts of Radio Frequency from Smart Meters,'" the MSPC stated.

"The CCST compiled a comprehensive overview of known information on human exposure to wireless signals, including



Glenn Gilbert

the effectiveness of the FCC RF safety regulations. After evaluating numerous RF related publications and soliciting the opinions of technical experts in this and related fields, the CCST concluded that no additional standards are needed at this time and FCC standards are adequate to ensure

the health and safety of people from the known effects of smart meters. The report also indicates that smart meters, when installed correctly and with FCC certification, emit only a fraction of the level that the FCC has determined to be safe."

In another study, the Electric Power Research Institute — which is funded by the electric utility industry — researched smart meter emission data that provide RF exposure scenarios for a widely used type of smart meter. There were three key findings: 1) exposure levels from individual meters declined rapidly as distance from the meter increased; 2) meters transmitted for only a small fraction of time; and 3) RF exposure levels remained well below the FCC exposure limits.

The Utilities Telecom Council, in an article titled "No Health Threat from Smart Meters," provided a review of the safety standards associated with RF emissions and stated that smart meters did not pose a health or safety threat.

"The UTC's research established that laptop computers using Wi-Fi transmit at levels similar

to smart meters, although laptop transmitters are always 'on' or transmitting and smart meters transmit for short intervals periodically throughout the day," the MPSC stated. "After reviewing this and other common RF devices (cell phones, microwave ovens, etc.), the UTC concluded that the RF emissions from smart meters would not pose a threat to human health and safety. UTC represents electric, gas, and water utilities; natural gas pipelines; critical infrastructure companies; and other industry stakeholders."

In California last year, the Santa Cruz County Health Services Agency issued a memorandum titled "Health Risks Associated with SmartMeters" in response to the Santa Cruz County Board of Supervisors' request that the agency identify potential smart meter health effects and possible mitigation measures.

The memo concluded that research addressing the health effects of electromagnetic fields (EMF) does not specifically address smart meters, and government agencies should take precautionary avoidance measures.

"The Lawrence Berkeley National Laboratory reviewed the agency's memorandum as part of the Smart Grid Technical Advisory Project," the MPSC said.

"LBNL's review focused on the objective of the memorandum, consistency of cited sources with agency established peer review criteria, and clarification of technical assumptions and claims. LBNL asserted that the memorandum did not appear to provide a balanced representation

of research, the risks, or mitigation options. Instead the agency memorandum is largely focused on scientifically unsupported claims related to 'electromagnetic hypersensitivity.'"

LBNL acknowledged that individuals with EHS report real symptoms; however, health research has been unable to consistently attribute those symptoms to EMF exposure.

In April of last year, the AAEM submitted its position paper supporting AAEM's position that emissions from smart meters are potentially harmful. LBNL also responded to the AAEM position paper. According to the MPSC, LBNL's primary concerns with the paper's findings are: a) the research used to establish a cause and effect relationship does not address smart meters; b) the research citations and references are unrelated to smart meters; c) conclusions are about EHS; and d) the minimal amount of RF smart meters actually contribute to total environmental RF.

MPSC accepted the view that "there are multiple sources of RF exposure in our everyday environment such as cellular phones, wireless devices such as laptops and routers, microwave ovens, baby monitors, garage door openers, walkie talkies, computer monitors, fluorescent lighting and electrical wires within the home.

"Smart meters are a small contributor to the total environmental RF emissions to which the general public is exposed. Eliminating smart meters would result in a minimal reduction of total emissions."

Several comments submitted to the MPSC cited the World Health Organization's classification of RF EMF as a class 2B carcinogen in support of their smart meter health concerns. This classification means only that RF EMF has been deemed as "possibly" carcinogenic to humans, the MSPC stated.

Plus, in May 2011, members of the WHO's International Agency for Research on Cancer's Monographs Working Group reviewed roughly 900 studies that involved RF EMF and cancer. With respect to environmental sources of RF EMF, the group determined that there was no "solid data" to conclude a link between cancer and RF EMF exposure.

So there you have it. There are differences of opinion. Unfortunately, many of us are not physicians or scientists, and those folks don't all agree with each other anyway.

So we are left with hope — hope that the studies done on smart meters have integrity and that the majority of them — some of which are funded by affected industries — are correct.

It is probably superfluous to point out that the majority is not always right.

The issue is probably moot at this point since DTE Energy has largely completed smart meter installations throughout Southeast Michigan.

Glenn Gilbert is executive editor of The Oakland Press. Contact him at glenn.gilbert@oakpress.com or 248-745-4587. Follow him on Twitter @glenngilbert2.

Oakland Press 11/17/13

Auburn Hills Fire Department's full-transport EMS getting makeover

By ANDREW KIDD
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@andrewkidd on Twitter

The Auburn Hills Fire Department will be shifting its full-transport emergency medical service from a contractor to current staff and equipment in a move that officials say will increase efficiency.

Auburn Hills Fire Department Deputy Director Jim Manning said the primary gain by terminating the existing contract with Star Ambulance is the ability to utilize more on-call personnel during peak service hours.

"The name of the game for us is in personnel," he said. "Because of the call volume of our city, it can be slow. Because of their schedule, they don't have the opportunity to be engaged. It'll schedule them for peak times when we need additional personnel and while we're doing that we'll be able to work on training and skills. When they're not responding to calls they can assist in other areas as well."

Manning said it costs Auburn Hills taxpayers the same as if they had maintained the contract with Star, which handled the city's emergency medical service needs since around 2006.

"It can generate enough revenue to cover enough cost on the EMS side that we're currently paying," he said. "We're getting more personnel on duty, especially during our peak times, and we're not costing the citizens any more money because we're recouping the money ourselves."

In the event of a heavy load of medical-related calls, the department will contract with a back-up ambulance service.

"There are times we get back-to-back medicals," he said. "If they're all tied up, we'll contract with a back-

up ambulance so there is no gap in service to the citizens."

Where that back-up ambulance service will come from is still to be determined; the fire department will eventually put out a request for bids for the service.

Auburn Hills City Manager Peter Auger said the move — suggested by the fire personnel themselves — is part of a

larger plan to improve the city's emergency response capabilities.

"We're upgrading our emergency dispatch system to have emergency medical dispatch as a component," he said. "We think we're even going to get more efficiency out of our operations by only send-

ing the apparatus we need per incident."

"We'll be able to tailor that more and send the appropriate equipment," he added. "It's almost like a business model."

Star EMS President/CEO Bill Grubb said that he understands the city's desire to address its own emergency medical needs.

"We've certainly enjoyed our relationship with Auburn Hills and plan to continue our relationship although in a different way," Grubb said, adding that Star EMS will be placing a bid for back-up service when the opportunity comes. "It will be different going forward but we still look forward to having a strong relationship with them."

Manning said the fire department has yet to notify Star EMS of an intent to terminate the contract — which has no set end date — but it will give a 90-day notice when personnel are appropriately prepared.

He predicts a period of 120 days will be necessary to prepare so that "when we are ready to go on day one, we've got everything lined up flawlessly."

"We're getting more personnel on duty, especially during our peak times."

JIM MANNING
Auburn Hills Fire Department
deputy director

Bozii makes U.S. debut in Auburn Hills

Healthy stuffed pocket concept opens first U.S. location with two more coming soon

A new food concept has entered the United States fast food market that is healthy, quick and easy-to-hold and eat-on-the-run.

It's a bozii (pronounced bo-zee). Not a burger or a sandwich, Michigan customers compare the sandwich with a pastie. The bozii has breading rather than pie crust and is round.

Bozii Restaurant Corporation, based in Windsor, debuted its grilled stuffed pockets in the U.S. with an eatery opening at Great Lakes Crossing Outlets in Auburn Hills on Oct. 29.

Staff members at the Auburn Hills store said that business has been steady as people discover the new fast food option.

As part of a healthy lifestyle, a bozii is stuffed with hardy, nutritious ingredients, preservative and additive free, and grilled fresh upon order.

In two years, the bozii, a stuffed pocket sandwich, has already been established in Windsor with five locations including Devonshire and Tecumseh malls and University of Windsor.

"After establishing Bozii in



KATHY BLAKE — THE OAKLAND PRESS

Bozii opened inside Great Lakes Crossing in Auburn Hills. Staff members Gabe Capen (from left), Charissa Parkin, night manager Vernon Smith and Bethany Goss serve the grilled round sandwiches made with healthy ingredients accompanied by healthy sides and beverages.

Windsor, we are excited to open locations in our neighboring state of Michigan, said David Bachtold, vice president of operations, Bozii. "We offer a healthier, easy-to-eat meal that can be served fast and is fun to eat. A person shouldn't have to spend a fortune for nutri-

tious, baked from scratch food that tastes fantastic."

Many boziis are less than 300 calories including the popular Pulled Pork, Tuna Supreme, Steak and Cheese, Honey Garlic Chicken, Curry Chicken, Chili, Greek Spinach Feta, and Vege-

tarian. Breakfast boziis include Bacon Egg & Cheese, Sausage Egg & Cheese and Egg & Cheese. For a sweet indulge, bozii offers a Cookie Dough, Apple Strudel and Fruit Explosion variety, perfect as a go-to option for dessert or a snack.

FYI

Bozii: Great Lakes Crossing Outlets, 4000 Baldwin Road, Auburn Hills

Hours: 9 a.m. – 9 p.m. Monday to Saturday and 10 a.m. – 6 p.m. Sunday.

Online: www.bozii.com

Each bozii can be combined with sides dishes such as hand-made pita chips; a mixed green salad (summer seasonal option) and beverages such as smoothies; premium bozii-brand coffee, iced tea or bozii's homemade lemonade served fresh over ice.

Regular boziis are priced at \$2.39 while premium boziis are \$2.79. Combos with a drink and a side of bozii chips can be added to any order for an additional \$2.59.

The Auburn Hills restaurant serves breakfast, lunch and dinner. A Kids' Meal also is offered with fresh, warm, baked pita chips instead of French fries, plus two L'il Chicken Peeper boziis, a mini cookie dough bozii, and chocolate or white milk.

Soon to follow the Great Lakes Crossing Outlets opening will be additional locations at Fairlane Town Center, Dearborn, and on Garfield Road at 18 Mile Road in Clinton Township. The main office and kitchen for U.S. locations is in Clinton Township.