

## AMENDMENT NO. 5

(LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND  
CDW GOVERNMENT, LLC, , Contract No. C18-0554)

This Amendment No. 5 (“Amendment”) to the Linking Agreement between the City of Glendale, Arizona and CDW Government, LLC (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and CDW Government, LLC, an Illinois corporation authorized to do business in Arizona (“Contractor”).

## RECITALS

- A. City and CDW Government (“Contractor”) previously entered into a Linking Agreement, Contract No. C18-0554, dated June 14, 2018 (“Agreement”); and
- B. City and Contractor previously entered into Amendment No. 1 on October 2, 2019 to increase the compensation to Six Million One Hundred Thousand dollars (\$6,100,000) over the entire term of the Agreement; and
- C. City and Contractor previously entered into Amendment No. 2 on May 29, 2020 to add Microsoft Teams scope of work; and
- D. City and Contractor previously entered into Amendment No. 3 on May 17, 2021 to match the initial period in the City of Mesa CDW Government LLC Contract No. 2012011; and
- E. City and Contractor previously entered into Amendment No. 4 on January 11, 2022 to increase the compensation to Eight Million Two Hundred Seventeen Thousand dollars (\$8,217,000) over the entire term of the Agreement; and
- F.. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

## AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a one-year period from March 1, 2023 through February 29, 2024, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The scope of work remains unchanged.
4. **Compensation.** The total purchase price for the supplies and/or services purchased under this agreement shall be increased from \$8,217,000 to an amount not to exceed Twelve Million Two Hundred Seventeen Thousand dollars (\$12,217,000) for the entire term of the agreement (initial term plus any renewals). The increase of \$4,000,000 will cover the City's requirements.
5. **Insurance Certificate.** Current certificate will expire on October 1, 2023 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

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Kevin R. Phelps, City Manager

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

CDW Government, LLC  
a limited liability corporation

*Brian Fisher*

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By: Brian Fisher, Director, Program Management

Its: CDW Government, LLC

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**CONTRACT AMENDMENT**

**Contract Title:** Information Technology Solutions

**Contract Number:** 2018011

**MA Number:** 19000009

**Amendment Number:** Two (2)

**Description of Change:** Contract renewal. Term of contract March 1, 2023 through February 28, 2025.

**Effective Date of Change:** March 1, 2023

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

**CDW Government LLC:**

Signature

Robert F. Kirby, President

Printed Name

05/25/2022

Date

**City of Mesa:**

Signature

City Manager Designee

Date

Digitally signed by Edward Quedens  
DN: cn=Edward Quedens, o=City of Mesa, Arizona, ou=Business Services,  
email=ed.quedens@mesaaz.gov, c=US  
Date: 2022.05.26 06:07:49 -07'00'  
Adobe Acrobat version: 2022.001.20117

Reviewed by:

Ted Stallings, Procurement Officer II