

AMENDMENT NO. 7
TO
(LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE AND CDW
GOVERNMENT LLC, Contract No. C-11437)

This Amendment No. 7 (“Amendment”) to the Linking Agreement (“Agreement”) is made this _____ day of _____, 2023, (“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 LLC (“Contractor”) previously entered into a Linking Agreement with State Cooperative contract Software Value Added Reseller (SVAR) Services Participating Addendum No. ADSPO17-149774, Contract No. C-11437, dated January 10, 2017 (“Agreement”); and
- B. On August 8, 2018, the City issued Contract Extension No. 1 which extended the term of the Agreement for a one-year period from September 30, 2018 through September 29, 2019; and
- C. On July 29, 2019, the City issued Contract Extension No. 2, which extended the term of the Agreement for a one-year period until September 29, 2020; and
- D. On October 22, 2019, the City and Contractor entered into Amendment No. 1, which increased the not to exceed amount by \$3,500,000 to a new not to exceed amount of \$7,750,000; and
- E. On September 28, 2020, the City issued Contract Extension No. 3, which extended the term of the Agreement for five (5) months through April 7, 2021; and
- F. On February 26, 2021, the City and Contractor entered into Amendment No. 2, which extended the term of the Agreement from April 7, 2021 through January 7, 2022, based on the extension of the underlying Cooperative Purchase Agreement; and
- G. On January 10, 2022, the City and Contractor entered into Amendment No. 3, extending the Agreement for a three-month period from January 10, 2022 through April 7, 2022; and
- H. On March 21, 2022, the City and Contractor entered into Amendment No. 4, extending the term of the Agreement from April 8, 2022 through June 30, 2022; and
- I. On August 9, 2022, the City and Contractor entered into Amendment No. 5, extending the term of the Agreement from June 30, 2022 through September 30, 2022 and increased the not to exceed amount by \$800,000 to a new not to exceed amount of \$8,550,000; and

- J. On November 14, 2022, the City and Contractor entered into Amendment No. 6, extending the term of the Agreement from October 1, 2022 through December 31, 2022; and
- K. On December 22, 2022, the City issued Contract Extension No. 7, which extended the term of the Agreement for three (3) months from January 1, 2023 through March 31, 2023 consistent with Amendment #12 to the state SVAR contract; and
- L. 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 three (3) month period from April 1, 2023 through July 31, 2023, consistent with Amendment #13 to the State SVAR contract.
3. **Scope of Work.** The Scope of Work remains unchanged.
4. **Compensation.** The total compensation available under this Agreement is increased by six hundred thousand dollars (\$600,000) and shall not exceed \$9,150,000 for the entire term of the agreement.
5. **Insurance Certificate.** Current certificate will expire on October 1, 2023. A new certificate applying to any additional extended term must be provided prior to Materials Management and the Contract Administrator if additional renewals are requested and approved.
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

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

CDW GOVERNMENT LLC
an Illinois corporation



By: ANUP SREEDHARAN
Its: SR. MANAGER, PROGRAM SALES

4/29/2021

	Contract Amendment		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 402 Phoenix, AZ 85007	
	Contract No.: ADSP017-149774			PAGE 1 OF 1
	Amendment No.: Thirteen (13) APP Amendment No: Eight (8)			
CONTRACTOR: CDW Government, LLC 230 North Milwaukee Ave Vernon Hills, IL 60041 CONTACT: Ann Reeves PHONE: (813-804-5352 X65352 EMAIL: ann.reeves@cdwg.com		STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 402 Phoenix, AZ 85007 CONTACT: Rana Schultz PHONE: (602) 542-2927 EMAIL: Rana.Schultz@azdoa.gov		

Software Value Added Reseller (SVAR)

Pursuant to Exhibit C, of the State of Arizona's Participating Addendum to the Master Agreement No. ADSP016-130652, State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through July 31st, 2023.
2. All other terms, conditions and provisions remain unchanged.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

** Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.*

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

Available online at
app.az.gov



Contract Amendment

State of Arizona
State Procurement Office

Contract No.: ADSP016-130652

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100 N. 15TH Avenue, Suite 402
Phoenix, AZ 85007

Amendment No.: Eleven (11)

CONTRACTOR:

CDWG
230 N. Milwaukee Ave
Vernon Hills, IL 60061

STATE AGENCY:

Arizona Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

CONTACT: Ann Reeves

PHONE: 801-084-5352 X 65352

EMAIL: ann.reeves@cdwg.com

CONTACT: Rana Schultz

PHONE: (602) 542-2927

EMAIL: Rana.Schultz@azdoa.gov

Software Value Added Reseller (SVAR) NASPO Master Contract

Pursuant to NASPO Master Agreement Section 4: Lead State (ARIZONA) Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through July 31st, 2023.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

B. Fisher

Feb 28, 2023

John Redhorse
John Redhorse

2/28/23

Signature

Date

Signature

Date

Brian Fisher Director, Program Management

Printed/Typed Name and Title

John Redhorse, Statewide IT Procurement Leader

Printed/Typed Name and Title

UK