

**AMENDMENT NO. 8**  
LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA  
AND CDW GOVERNMENT LLC  
(Contract No. C-11437)

This Amendment No. 8 (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this \_\_\_\_\_ day of August, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and CDW Government LLC, an Illinois limited liability company, authorized to do business in Arizona (“Contractor”).

**RECITALS**

- A. On January 10, 2017, the City and CDW Government LLC (“Contractor”) entered into a Linking Agreement which allowed the City to purchase goods and services identical to those available under State of Arizona's Software Value Added Reseller (SVAR) Services Participating Addendum No. ADSP017-149774 contract. The City assigned Contract No. C-11437 to its Linking Agreement (“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 from September 30, 2019 until September 29, 2020; and
- D. On October 22, 2019, the City and Contractor entered into Amendment No. 1, which increased the compensation available under the Agreement by \$3,500,000 to a new not-to-exceed amount of \$7,750,000; and
- E. Consistent with an amendment to the State's SVAR Contract, 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. Consistent with an amendment to the State's SVAR Contract, 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; and
- G. On January 10, 2022, the City and Contractor entered into Amendment No. 2 [sic]<sup>1</sup>, extending the Agreement for a three (3) month period from January 10, 2022 through April 7, 2022; and
- H. On March 21, 2022, the City and Contractor entered into Amendment No. 6 [sic]<sup>2</sup>, extending the term of the Agreement from April 8, 2022 through June 30, 2022; and

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<sup>1</sup> This Amendment was mislabeled as Amendment No. 2. It was re-numbered Amendment No. 3 as provided in Amendment No. 5 to this Agreement.

<sup>2</sup> This Amendment was mislabeled as Amendment No. 6. It was re-numbered as Amendment No. 4 as provided in Amendment No. 5 to this Agreement.

- I. On August 9, 2022, the City and Contractor entered into Amendment No. 5, which extended the term of the Agreement from June 30, 2022 through September 30, 2022 and increased the compensation available under the Agreement 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. Consistent with an amendment with the State's SVAR Contract, on December 22, 2022, the City issued Contract Extension No. 7, which extended the term of the Agreement for a three (3) month period from January 1, 2023 through March 31, 2023; and
- L. Consistent with an amendment to the State's SVAR Contract, on April 1, 2023, the City and Contractor entered into Amendment No. 7, extending the term of the Agreement from April 1, 2023 through July 31, 2023. The City also increased the compensation available under the Agreement by \$600,000 to a new not-to-exceed amount of \$9,150,000; and
- M. 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.** Consistent with an amendment to the State's SVAR Contract, the term of the Agreement is hereby extended for a three (3) month period from August 1, 2023 through October 30, 2023, 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 compensation for this Agreement is increased by one million dollars (\$1,000,000) for a not exceed amount of \$10,150,000 for the entire term of the Agreement.
5. **Insurance Certificate.** Current certificate will expire on October 1, 2023. A new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator in order for this Agreement to remain valid and in effect.
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. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
  - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
  - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **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.
10. **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:

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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  
8/22/2023

	<b>Contract Amendment</b>		Arizona Department of Administration State Procurement Office 100 N. 15 <sup>th</sup> Avenue, Suite 402 Phoenix, AZ 85007
	ADSP017-149774	Amendment Fourteen (14)	
	CTR031739	APP Amendment Nine (9)	

<b>CONTRACTOR:</b> CDW Government, LLC 230 North Milwaukee Ave Vernon Hills, IL 60041  <b>CONTACT:</b> Ann Reeves <b>PHONE:</b> 813-804-5352 X65352 <b>EMAIL:</b> <a href="mailto:ann.reeves@cdwg.com">ann.reeves@cdwg.com</a>	<b>STATE AGENCY:</b> AZ Department of Administration (ADOA) State Procurement Office 100 N. 15 <sup>th</sup> Ave., Ste. 305 Phoenix, AZ 85007  <b>CONTACT:</b> Eric Bell <b>PHONE:</b> (602) 542-8921 <b>EMAIL:</b> <a href="mailto:eric.bell@azdoa.gov">eric.bell@azdoa.gov</a>
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**Software Value Added Reseller (SVAR)**

***CDW Government, LLC***

Pursuant to R2-7-E303. Competition Impracticable Procurements, and in accordance with Unifrom Terms and Conditions, Section 5.0 Contract Changes, 5.1 Amendments, of the above referenced contract, it is hereby amended as follow:

1. Special Terms and Conditions, Section 3 Contract Extensions, the aforementioned contract is hereby extended through October 30, 2023.

**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.