

AMENDMENT NO. 1
TO
(LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND
CARAHSOFT TECHNOLOGY CORPORATION, Contract No. C22-0993)

This Amendment No. 1 (“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 Carahsoft Technology Corporation, a Maryland corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Carahsoft Technology Corporation (“Contractor”) previously entered into a Linking Agreement, Contract No. C22-0993, dated September 27, 2022 (“Agreement”). The Agreement linked to the State of Arizona’s Participating Addendum for NASPO Value Point Cloud Services, Contract No. CTR046098; and
- B. 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 unchanged.
- 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 is increased by one million dollars (\$1,000,000), for a new not-to-exceed amount of one million five hundred thousand dollars (\$1,500,000) for the entire term of the Agreement.
- 5. **Insurance Certificate.** Current certificate will expire on August 27, 2023. A new certificate applying to the extended term must be provided to Materials Management and the Contract Administrator in order for this Amendment to take effect. If a new certificate demonstrating adequate insurance coverage is not provided to the City within 30 days of the Effective Date of its Amendment, the Agreement shall be terminated and become null and void.
- 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:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Carahsoft Technology Corporation,
a Maryland corporation

Natalie LeMay
By: *Natalie LeMay*
Its: *State + Local Contracts Manager*



ENTITY INFORMATION

Search Date and Time: 8/17/2023 2:46:34 PM

Entity Details

| | | | |
|-------------------------------------|---|----------------------------------|------------------|
| Entity Name: | CARAHSOFT TECHNOLOGY CORP. | Entity ID: | F22752145 |
| Entity Type: | Foreign For-Profit (Business) Corporation | Entity Status: | Active |
| Formation Date: | 9/19/2019 | Reason for Status: | In Good Standing |
| Approval Date: | 9/26/2019 | Status Date: | 9/26/2019 |
| Original Incorporation Date: | 10/25/1999 | Life Period: | Perpetual |
| Business Type: | Other - IT SOLUTIONS PROVIDER | Last Annual Report Filed: | 2023 |
| Domicile State: | MARYLAND | Annual Report Due Date: | 9/19/2024 |
| | | Years Due: | |
| Original Publish Date: | | | |

Statutory Agent Information

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|----------------------------|---|--------------------------|------------------|
| Name: | BUSINESS FILINGS INCORPORATED | Appointed Status: | Active 9/26/2019 |
| Attention: | | | |
| Address: | 3800 N CENTRAL AVENUE SUITE 460, PHOENIX, AZ 85012, USA | | |
| Agent Last Updated: | 7/14/2023 | E-mail: | |
| Attention: | | Mailing Address: | |
| County: | Maricopa | | |