

**AMENDMENT NO. 6**  
**LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA**  
**AND CDW GOVERNMENT LLC**  
(Contract No. C18-0554)

This Amendment No. 6 (“Amendment”) to the Linking Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, (“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. City and CDW Government LLC (“Contractor”) previously entered into a Linking Agreement under the National IPA Cooperative Purchasing Agreement with the City of Mesa Contract No. 2018011, Contract No. C18-0554, dated June 14, 2018 (“Agreement”); and
- B. On October 22, 2019, the City and Contractor entered into Amendment No. 1, which increased the not-to-exceed amount by \$2,500,000 to a new not-to-exceed amount of Six Million One Hundred Thousand dollars (\$6,100,000), for the entire term of the Agreement; and
- C. On May 8, 2020, the City and Contractor entered into Amendment No. 2 to add Microsoft Teams scope of work; and
- D. On May 17, 2021, the City and Contractor entered into Amendment No. 3 to match the initial period in the City of Mesa CDW Government LLC Contract No. 2018011; and
- E. On January 11, 2022, the City and Contractor entered into Amendment No. 4, which increased the not-to-exceed amount by \$2,117,000 to a new not-to-exceed amount of Eight Million Two Hundred Seventeen Thousand dollars (\$8,217,000), for the entire term of the Agreement; and
- F. On March 14, 2023, the City and Contractor entered into Amendment No. 5, which extended the term of the Agreement from March 1, 2023 through February 29, 2024 and increased the not-to-exceed amount by \$4,000,000 to a new not-to-exceed amount of Twelve Million Two Hundred Seventeen Thousand dollars (\$12,217,000), for the entire term of the Agreement; and
- G. 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, 2024 through February 28, 2025, 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 shall be increased by \$5,000,000 to an amount not to exceed Seventeen Million Two Hundred Seventeen Thousand dollars (\$17,217,000) for the entire term of the Agreement.
5. **Insurance Certificate.** Current certificate will expire on October 1, 2024 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. **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.

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  
an Illinois limited liability company



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