

C25-0200

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CDW GOVERNMENT LLC**

This Linking Agreement (“Agreement”) is entered into as of this 25th day of March, 2025, 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”), collectively, the “Parties.”

RECITALS

- A. On July 2, 2024, City of Mesa, a member of the Arizona State Purchasing Cooperative, entered into a contract with Contractor to purchase the goods and services described in Information Technology Solutions Products and Services Agreement No. 2024056 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was July 2, 2024, until the date the contract terminates on July 1, 2028, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The initial period of this Agreement is the period from the Effective Date of this Agreement until July 1, 2028.
 - B. The City may extend the term of this Agreement for up to a maximum of six (6) years upon the mutual written agreement of the parties, if the Cooperative Agreement is likewise extended. The City must give the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed nine million dollars (\$9,000,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.

9. 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.

- 10. 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.
- 11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
 c/o Mike Siewerth
 6835 N. 57th Drive, Suite 100
 Glendale, AZ 85301

and

CDW Government LLC
 Attn: General Council
 230 N. Milwaukee Avenue
 Vernon Hills, IL 60061

CDW Government LLC
 Attn: Program Sales
 2 Corporate Drive, Suite 800
 Shelton, CT 06484

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.


“City”

City of Glendale, an Arizona municipal corporation

By: _____
 Kevin R. Phelps
 City Manager

“Contractor”

CDW Government LLC, a Illinois limited liability company

Signed by:

 By: _____
 Name: Anup Sreedharan
 Title: Sr. Manager, Program Sales

ATTEST:

 Julie K. Bower (SEAL)
 City Clerk

APPROVED AS TO FORM:

 Michael D. Bailey
 City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CDW GOVERNMENT LLC**

**EXHIBIT A
CITY OF MESA AGREEMENT NO. 2024056**



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**

CITY OF MESA, Arizona (“City”)

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450 Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – Department of Innovation and Technology
Attn: **Suzanne Alberts**

AND

CDW GOVERNMENT, LLC, (“Contractor”)

Mailing Address	230 North Milwaukee Avenue Vernon Hills, IL 60061
Remit to Address	75 Remittance Drive, Suite 1515 Chicago, IL 60675
Attention	Emily Nye
E-Mail	emily.nye@cdwg.com
Phone	973-714-0711
Attention	Chris Andreson
E-Mail	chrande@cdgw.com
Phone	847-371-7149

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 5th day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term.** This Agreement is for a term beginning on **July 2, 2024** and ending on **July 1, 2028**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.
2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related

facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor's Response
5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.1 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 6.2 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.
- 6.3 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:
- a. Contractor name, address, and contact information;
 - b. City billing information;
 - c. City contract number as listed on the first page of the Agreement;
 - d. Invoice number and date;
 - e. Payment terms;
 - f. Date of service or delivery;
 - g. Description of materials or services provided;
 - h. If materials provided, the quantity delivered and pricing of each unit;
 - i. Applicable taxes; and
 - j. Total amount due.
- 6.4 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Cardle-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.
- 6.5 **Disallowed Costs. Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

- 7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

- 7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.
- 7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
 - 7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 7.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs

incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.
10. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
 - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
11. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
12. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

 - (A) Scope of Work/ Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
14. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
15. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: Edward Quedens

Edward Quedens
Printed Name

Business Services Director
Title

7/8/24 09:01 MST
Date

CDW GOVERNMENT, LLC

By: 

Dario Bertocchi
Printed Name

Vice President, Contracting Operations
Title

July 5, 2024
Date

REVIEWED BY:

By: Ted Stallings
Ted Stallings, CPPB
Procurement Officer II

**EXHIBIT A
SCOPE OF WORK**

1. **SCOPE OF WORK:** For the purchase of Information Technology Solutions, Products, and Services.
2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier are the following:
 - a. Online
 - b. Email
 - c. Telephone
 - d. Fax
3. **DELIVERY REQUIREMENT.** The contractor agrees to deliver all products to the desktop of the ordering customer and be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.
4. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products and Services including but not limited to the following categories:
 - a. **Software:** National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.
 - b. **Personal Computer Systems:** National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. **Laptop Computer or Notebook:** These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - f. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but

not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- g. **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
 - h. **Computer and Network Products, Peripherals, Accessories, and Components:** Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.
 - i. **Information Technology/Educational Furniture:** Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.
 - j. **Services:** Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW.
- Note:** All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.
- k. **Comprehensive Product Offering:** Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.
 - l. **Financing:** Options available such as lease programs and conditional sales contracts.

5. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider, or End User Licensing Agreement ("EULA"), etc., as required by manufacturers.

6. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) business days of initial notification.

33. **SUPPLEMENTAL PRODUCTS AND SERVICES:** The scope described in this RFP and resulting contract(s) is preliminary in nature and intended to provide Contractors with a general overview of the major tasks envisioned as part of this solicitation. The City reserves the right to expand and/or reduce the Project Objectives as may be appropriate based on the technical content of the successful Contractor's proposal and/or during contract negotiations based on budget considerations.

**EXHIBIT B
PRICING**

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	additional manufacturers/discounts	
					Proposed Discount	Manufacturer Name
1.00	Group 1 - Systems	1) Desktops	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		2) Notebooks	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		3) Tablets	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		4) Servers (Physical and Virtual) (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		5) Keyboards	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		6) Mice	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		7) Imaging Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		8) POS Scanners	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		9) Pointing Devices	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		10) Bar Code Readers	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		11) Audio Input	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		12) Input Adapters	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		13) PC and Network Cameras	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
2.00	Group 2 - Input Devices					

3.00	Group 3 - Output Devices	14) Input Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		15) Input Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		16) Displays	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		17) Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		18) Inkjet Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		19) Inkjet Photo Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		20) Laser Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		21) Label Printers	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		22) Dot Matrix Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		23) Multi-Function Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		24) Wide Format Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		25) Multi-Function Inkjet Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		26) Wide Format Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		27) Fax Machine Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		28) Printer Accessories	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		29) Projectors	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		30) Projector Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

48) Disk Arrays	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
49) Disk Arrays JBOD	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
50) Drives Magneto-Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
51) Drives Removable Disks	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
52) Fiber Channel Switches	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
53) Hard Disks - External	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
54) Hard Disks - Fibre Channel	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
55) Hard Disks - IDE/ATA/S	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
56) Hard Disks - Notebook	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
57) Hard Disks - SCSI	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
58) Networking Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
59) Optical Drives - CD-ROM	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
60) Optical Drives - CD-RW	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
61) Optical Drives - DVD-CD	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
62) Optical Drives - DVD-RW	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
63) Storage Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
64) Storage - NAS	6.00%	All Manufacturers, excluding Apple	0.50%	Apple

99) Licensing CAD/CAM	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
100) Licensing - Cloning	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
101) Licensing - Computer Services	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
102) License - Database	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
103) Licensing - Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
104) Licensing - Entertainment	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
105) Licensing - Financial	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
106) Licensing - Flow Chart	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
107) Licensing - Graphic Design	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
108) Licensing - Handheld	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
109) Licensing - Network OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
110) Licensing - OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
111) Licensing - Personal Organization	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
112) Licensing - Presentation	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
113) Licensing - Reference	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
114) Licensing - Report Analysis	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
115) Licensing - Spreadsheet	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

116)	Licensing - Utilities	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
117)	Licensing - Warranties	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
118)	Licensing - Web Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
119)	Licensing - Word Processing	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
120)	Software - Backup	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
121)	Software - Barcode / OCR	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
122)	Software - Business Application	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
123)	Software - CAD/CAM	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
124)	Software - Cloning	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
125)	Software - Computer Services	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
126)	Software - Database	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
127)	Software - Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
128)	Software - Entertainment	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
129)	Software - Financial	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
130)	Software - Flow Chart	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
131)	Software - Graphic Design	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
132)	Software - Handheld	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

	133) Software - OS		4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	134) Software - Personal Organization		4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	135) Software - Presentation		4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	136) Software - Reference		4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	137) Software - Report Analysis		4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	138) Software - Spreadsheet		4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	139) Software - Utilities		4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	140) Software - Warranties		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	141) Software - Web Development		4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	142) Software - Word Processing		4.00%	All Manufacturers, excluding Apple	0.50%	Apple
	143) Media - 4mm tape		6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	144) Media - AIT tape		6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	145) Media - DAT tape		6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	146) Media - DLT tape		6.00%	All Manufacturers, excluding Apple	0.50%	Apple
8.00	Group 8 - Media Supplies		6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	147) Media LTO / Ultrium tape drive		6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	148) Media - Magneto - Optical		6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	149) Media - Optical		6.00%	All Manufacturers, excluding Apple	0.50%	Apple

9.00	Group 9 - Collaboration & IP Telephony	150) Media - SLR tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		151) Media - Travan tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		152) Media - VXA tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		153) Media - zip	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		154) IP phones	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		155) Video conferencing products	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		156) Monitors/TV's	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		157) Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		158) Voice gateways / servers	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		159) Headsets	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		160) Audio conferencing products	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		161) Analog phones	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		162) Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		163) Advanced Integration	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		164) Asset Disposal	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		10.00	Group 10 - Other	165) Asset Management	5.00%	All Manufacturers, excluding Apple
166) Cables	15.00%			All Manufacturers, excluding Apple	0.50%	Apple

167) Cables - custom	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
168) Cables - printer	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
169) Cloud Storage and Services (such as Azure, Amazon, Wasabi, etc.)	0.00%	All applicable Cloud providers		
170) Complex warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
171) Desktop Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
172) Display Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
173) Electronic Services	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
174) Handheld Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
175) Imaging Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
176) Imaging - Camcorders	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
177) Imaging - Digital Cameras	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
178) Internal Lab Service	0.00%			
179) Lab fees	0.00%			
180) Managed Services	0.00%			
181) Miscellaneous solutions	0.00%			
182) Mounting hardware for vehicles	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
183) Networking Warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
184) Notebook Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
185) Notebook Batteries	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

186)	PC Lab order services	0.00%				
187)	POS Accessories	4.25%	All Manufacturers, excluding Apple	0.50%		Apple
188)	POS Displays	4.25%	All Manufacturers, excluding Apple	0.50%		Apple
189)	Power Accessories	5.00%	All Manufacturers, excluding Apple	0.50%		Apple
190)	Power Surge Protection	5.00%	All Manufacturers, excluding Apple	0.50%		Apple
191)	Power UPS	5.00%	All Manufacturers, excluding Apple	0.50%		Apple
192)	Server Accessories	5.00%	All Manufacturers, excluding Apple	0.50%		Apple
193)	Service Charge	0.00%				
194)	System Components	0.00%				
195)	Training Courses	0.00%				
196)	Training Reference Manuals	0.00%				
197)	Warranties - Electronic	5.00%	All Manufacturers, excluding Apple	0.50%		Apple
198)	iPAD / Tablet Stylus	0.50%	All Manufacturers, excluding Apple	0.50%		Apple
199)	Mouse / Wrist Pads	7.50%	All Manufacturers, excluding Apple	0.50%		Apple
200)	Security Locks and Hardware	7.50%	All Manufacturers, excluding Apple	0.50%		Apple
201)	Tools	7.50%	All Manufacturers, excluding Apple	0.50%		Apple
203)	Document Scammer Accessories	3.00%	All Manufacturers, excluding Apple	0.50%		Apple
204)	Flatbed Scanners	3.00%	All Manufacturers, excluding Apple	0.50%		Apple
205)	Mobile Scanners	3.00%	All Manufacturers, excluding Apple	0.50%		Apple

206) Network Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
207) Sheelfed Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
208) Wide Format Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
209) Workgroup / Department Scanner	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
210) Build to Order Desktops	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
211) Nettop	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
212) Point of Sale	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
213) Ultra Small Form Factor	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
214) Apple / Mac Memory Upgrades	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
215) Chips / SIMMs/SiPPs / ROMs	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
216) Computer Cases	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
217) CPUs / Fans	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
218) Memory Accessories	0.00%			
219) Motherboards / Chassis	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
220) 1 - 2 port Serial Boards	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
221) 3+ port Serial Boards	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
222) Console Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

223) Device Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
224) Terminal Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
225) Content Management	0.00%			
226) Firewall / VPN Appliances	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
227) Multifunction Security Appliances	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
228) Network Camera Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
229) Network Cameras	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
230) Physical/Environmental Security	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
231) Security Appliance Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
232) Security Tokens	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
233) Unified Threat Management	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
234) 2-way Radios / Walkie Talkies	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
235) Apple Notebooks	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
236) Convertible PCs / Slate PCs / IPAD	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
237) IPAD	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
238) Slate Tablet Computers	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
239) GPS / PDA	7.50%	All Manufacturers, excluding Apple	0.50%	Apple

	Wireless Communication Devices		4.25%	All Manufacturers, excluding Apple	0.50%	Apple
240)	Batteries		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
241)	Power Supplies / Adapters		7.50%	All Manufacturers, excluding Apple	0.50%	Apple
242)	Rackmountain Equipment		6.00%	All Manufacturers, excluding Apple	0.50%	Apple
243)	Remote Power Management		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
244)	Surge Suppressors		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
245)	UPS / Battery Backup		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
246)	14" & smaller LCD Display		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
247)	15-19" LCD Display		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
248)	20-30" LCD Display		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
249)	15-19" Wide LED Display		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
250)	20-30" Wide LED Display		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
251)	15-19" Wide LCD Display		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
252)	20-30" Wide LCD Display		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
253)	15-19" Wide LED Display		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
254)	20-30" Wide LED Display		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
255)	PCoIP and Zero Client Displays		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
256)	Arm Mounts		5.00%	All Manufacturers, excluding Apple	0.50%	Apple
257)	Ceiling Mounts		5.00%	All Manufacturers, excluding Apple	0.50%	Apple

	257) Combo Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	258) Desktop Stands / Risers	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	259) Flat Wall Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	260) Mount Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	261) Pole Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	262) Stands / Carts / Feet	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	263) Tilt Wall Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
	264) C-Cure Products	0.00%			
	265) Istar Products	0.00%			
	266) Information Technology/Educational Furniture	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE		
	267) Data / Mobility Architect Consultant	See Table 3 below			
	268) Design and Analysis	See Table 3 below			
	269) Cable Technician	See Table 3 below			
	270) Configuration	See Table 3 below			
	271) Engineer	See Table 3 below			
	272) Implementation	See Table 3 below			
	273) Installation	See Table 3 below			
	274) Project Coordinator	See Table 3 below			
	275) Project Manager	See Table 3 below			
	276) Technician	See Table 3 below			
	277) Training	See Table 3 below			
	278) Maintenance & Support	See Table 3 below			
11.00	Group 11 - Services				

		279) Solution Architect / Consultant	See Table 3 below
		280) Staff Augmentation Services and Support	See Table 3 below
		281) Additional Services Offered (please list any additional services offered and applicable discount / fees on a separate page and attach)	See Table 3 below
12.00	Group 12 - Additional Products/Services Not Identified	See Table 2 below	

CDW-G- City of MESA- Contract Pricing Structure & Management

CDW-G has conformed to the National Pricing Discount structure aligning to the table above. However, CDW-G will manage the resultant contract in accordance with CDW-G's taxonomy in tables below, which shall govern all purchases under the resultant contract - This provides complete representation of CDW-G's offerings aligned with the scope of the RFP, while maintaining continuity for the City and OMNIA PPA's under the incumbent contract.

Pricing will be applied to the resultant contract, as listed in the tables below. Table 1 is based on Discount % off CDW-G's Nationally Advertised Pricing (NAP), publicly verifiable at www.cdwg.com. Additionally, certain Groups and Products such as Cloud offerings under Group 10, Services pricing under Group 11 and Group 12 are highlighted under Table 2 and 3.

Table 1- CDWG Pricing	
Category	Minimum Discount off CDW-G Advertised
Accessories (A)	7.50%
Power, Cooling & Racks (B)	5.00%
Desktop Computers (C)	3.25%
Data Storage/Drives (D)	6.00%
Enterprise Storage (E)	6.00%
Point of Sale/Data Capture (F)	4.25%
Servers & Server Management (H)	5.00%
Services (CDW Delivered) (J)*	0.00%
Notebook/Mobile Devices (L)	4.00%
Chromebooks (CBK)	0.00%
NetComm Products (N)	7.00%

Carts and Furniture (O)	6.00%
Printing & Document Scanning (P)	3.00%
Services (Partner Delivered) (Q)*	5.00%
Client Configure-to-Order (R)	3.25%
Software (S)	4.00%
Collaboration Hardware (T)	6.00%
Video & Audio (V)	5.00%
Cables (W)	15.00%
Apple (All Categories)	0.50%

CDW+G is pleased to offer the City of Mesa and OMNIA Partners Participating Public Agencies ("PPA") a discount off CDW+G Nationally Advertised Pricing (NAP) structure.

Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings. SaaS, IaaS, PaaS, among others. CDW+G's pricing is based on Discount 0% off MSRP where available to CDW+G. In cases where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW+G invoiced price. This structure provides the necessary flexibility, to enable the City of Mesa and OMNIA Partners Participating Public Agencies to make purchases offerings, as cloud offerings evolve, through life of our contract.

The City of Mesa and OMNIA Partners Participating Public Agencies acknowledge that CDW+G is not the provider of the Cloud Services and in purchasing the Cloud Services, City of Mesa, OMNIA Partners, and Participating Public Agencies rely only on the Cloud Service.

Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, City of Mesa and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and City of Mesa, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering.

CDW+G will provide Customer with a discount as a percentage off of CDW+G's Nationally Advertised Price (NAP) for the CDW+G defined Product Categories listed above, provided that Customer references this Agreement when placing an order with CDW+G.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW+G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW+G and added to the customer invoice.

Clarifications

*These are services tied to CDW+G internal taxonomy J and Q, which includes subset of offerings such as configurations, warranty, and specific installation services, and are not subject to a Statement of Work. These do not include the services broken out in the individual tabs, including other professional services, which require a mutually executed Statement of Work between CDW+G and Customer.

Table 2

For group 12, specialized offerings not specifically contemplated under this RFP but existing under the scope of Technology offerings, CDW+G and OMNIA PPA will mutually agree upon/execute document, such as a Statement of Work (SOW), and pricing will be based on CDW+G invoice.

Table 3

For Services under Group 11, we have included rate cards with hourly rates/services pricing for the following categories:

Digital Velocity Services
ServiceNow Services
Amplified IT Services
Staff Augmentation Services
Managed Services
Other Professional Services

For all hourly rates proposed by CDW-G in this pricing file and contained within our proposal, our offer is contingent on a 5% year over year escalation, on the contract's annual anniversary date, which will act as a not to exceed rate. Given the timespan between submission and official award and contract start dates, CDW-G reserves the right to impose up to an additional, one-time 5% increase in the first year of this agreement on or after May 1, 2024 to ensure alignment with standard rate adjustments.

CDW-G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services, where practical and applicable. During the contract term, CDW-G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to City of Mesa and OMNIA Partners for review and approval. City of Mesa and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW-G before work begins. We have provided a sample SoW at the end of Tab E in our response.

For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. However, CDW-G will utilize its national footprint of service providers and in-market engineers. We also utilize remote technologies and services where applicable to mitigate such expenses.

Digital Velocity Services	
Role	Hourly Rate
DVS F-CTO	\$350.00
DVS Digital Strategy Consultant	\$305.00
DVS Digital Product Strategist	\$270.00
DVS Principal Engineer/Tech Lead	\$350.00
DVS Architect	\$300.00
DVS Senior Engineer	\$250.00
DVS Engineer	\$225.00
DVS Associate Engineer	\$200.00
DVS Program Manager	\$245.00
DVS Sr. Technical Project Manager	\$230.00
DVS Technical Project Manager	\$205.00
DVS Project Coordinator	\$165.00

ServiceNow Solutions Services	
Role	Hourly Rate
ServiceNow Associate Project Manager	\$165.00
ServiceNow Associate Consulting Engineer	\$170.00
ServiceNow Engagement Manager	\$235.00
ServiceNow Business Process Consultant	\$255.00
ServiceNow Principal Consultant	\$275.00
ServiceNow Organizational Change Management Consultant	\$275.00
ServiceNow Integration Expert	\$250.00
ServiceNow Quality Assurance Expert	\$200.00
ServiceNow Solution Architect	\$255.00
ServiceNow Technical Consultant/Developer	\$220.00
ServiceNow Trainer	\$235.00

Managed Services	
Managed Service	Monthly Price*
Basic/Essential/Premium Support for AWS, GCP, and AZURE	Fees are based on a percentage of the customer's actual consumption of AWS, GCP, AZURE SERVICES
Basic Service - \$0 to 10K	As Invoiced
Basic Service - \$10K to \$250K	As Invoiced
Basic Service - \$250K+	As Invoiced
Essential Service - \$0 to \$35K	As Invoiced
Essential Service - \$35 to \$75K	As Invoiced
Essential Service - \$75K+	As Invoiced

Premium Service - \$0 to \$100K	As Invoiced
Premium Service - \$100K to \$250K	As Invoiced
Premium Service - \$250K+	As Invoiced

*If CDW+G is billing the customer for Basic consumption, no pricing uplift is applied.



Basic
Included with CDW billing for cloud consumption

Stand-alone pricing
(\$49/month if under \$1,000 consumption direct with vendor):
5% = \$1,001 to \$10,000
3% = \$10,001 to \$250,000
2.5% = \$250,001+



Essential

\$400/month if under \$2,750
18% = \$2,251 to \$35,000
15% = \$35,001 to \$75,000
12% = \$75,001+



Premium

Pick Two
\$2,500/month if under \$10,000
25% = \$10,001 to \$100,000
20% = \$100,001 to \$250,000
15% = \$250,001 +
OS & DB Bundle
\$3,000/month if under \$10,000
33% = \$10,001 to \$100,000
28% = \$100,001 to \$250,000
23% = \$250,001 +

PERCENTAGE BASED ON MONTHLY CLOUD CONSUMPTION

The offered pricing discount below applies to a la carte and bundle packages of Gopher applications.

Amplified IT SaaS Offerings*	
Option	Discount off MSRP
Gopher products	2%
Little SIS	2%

SaaS items are priced at a 2% Discount off MSRP. Amplified IT MSRP can be found at the following link: <https://www.amplifiedit.com/msrp/>

Amplified Services	
Google for Educators (GFE)	
Option	Discount off MSRP
GFE Audit - K-12	2%
GFE Audit - Higher Ed	2%
GFE KickStart Package	2%
GFE Support - Support Hours	2%
GFE Support - 20 Support Hours	2%
GFE Support - 40 Support Hours	2%
GFE Support - Adhoc Support Hours	2%
North American GFE Technical Collaborative	2%
GFE Training/Consultancy - Full Day Onsite	2%
GFE Chrome Checkup	2%
Amplified IT Training	
Option	Discount off MSRP
Amplified IT Admin Level 1 Certification Training - Self-Paced	2%
Amplified IT Admin Level 2 Certification Training - Self-Paced	2%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	2%
Amplified IT Admin Security Bundle	2%

****These services are available to education entities only.**

Staff Augmentation Services			
Role	Standard	Mid-Level	Senior
Infrastructure Architects	\$170.00	\$180.00	\$195.00
Solutions Architects	\$175.00	\$195.00	\$215.00
Site Reliability Engineers	\$185.00	\$195.00	\$205.00
Network Administrators	\$100.00	\$115.00	\$125.00

Network Engineers	\$135.00	\$150.00	\$165.00
Network BAs/BSAs	\$130.00	\$135.00	\$140.00
Systems Administrators	\$115.00	\$130.00	\$145.00
Systems Engineers	\$140.00	\$155.00	\$170.00
Systems BAs/BSAs	\$135.00	\$145.00	\$155.00
Storage Engineers	\$165.00	\$160.00	\$195.00
Virtualization Engineers	\$135.00	\$155.00	\$180.00
Salesforce Administrators	\$125.00	\$155.00	\$185.00
Salesforce Engineers	\$175.00	\$195.00	\$215.00
Salesforce Developers	\$165.00	\$175.00	\$185.00
ServiceNow Administrators	\$155.00	\$165.00	\$175.00
ServiceNow Engineers	\$165.00	\$180.00	\$195.00
ServiceNow Developers	\$150.00	\$165.00	\$180.00
SolarWinds Engineers	\$165.00	\$180.00	\$205.00
AWS Engineers	\$185.00	\$205.00	\$225.00
AWS Developers	\$170.00	\$175.00	\$180.00
Azure Engineers	\$180.00	\$195.00	\$215.00
Azure Developers	\$135.00	\$145.00	\$160.00
GCP Engineers	\$200.00	\$235.00	\$265.00
GCP Developers	\$200.00	\$235.00	\$265.00
Front-end Developers	\$165.00	\$170.00	\$175.00
Back-end Developers	\$170.00	\$180.00	\$185.00
Scala Developers	\$200.00	\$215.00	\$225.00
Project Managers	\$135.00	\$150.00	\$165.00
Scrum Masters	\$165.00	\$180.00	\$195.00
DevOps Engineers	\$165.00	\$175.00	\$190.00
Software Development Engineer in Test	\$170.00	\$180.00	\$195.00
InfoSec Analysts	\$145.00	\$160.00	\$175.00
Quality Assurance Analysts	\$140.00	\$150.00	\$160.00
Quality Assurance Engineers	\$140.00	\$150.00	\$160.00

Managed Services Application	
Item	Rate
Microsoft System Center Configuration Manager (SCCM) - Gold	\$517.50
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	\$545.10
DHCP Support add to MS AD above	\$155.94
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	\$828.00
Microsoft Active Directory - Large Environment 21+ DCs - Gold	\$1,567.00
Microsoft Active Directory Federation Services (ADFS) - Gold	\$745.20
Mimix/ITERA for iSeries - Gold (Priced PER "a" and "b" side)	\$207.00
Managed Services Backup	
Item	Rate
IBM Tivoli Storage Manager Gold	\$2,070.00
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	\$1,138.50
Cohesity RMS SM: 1-250 VMs - Gold	\$1,138.50
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	\$1,656.00
Commvault RMS Backup Environment Large: 601-1000 VMs - Gold	\$2,070.00
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	\$2,622.00
Veeam RMS SM: 1-250 VMs - Gold	\$1,138.50
Veeam RMS Med: 251-600 VMs - Gold	\$1,656.00
Veeam RMS Ligt: 601-1000 VMs - Gold	\$2,070.00
Veeam RMS XL: 1000+ VMs - Gold	\$2,622.00
EMC Avamar RMS SM: 1-250 VMs - Gold	\$1,138.50
EMC Avamar RMS Med: 251-600 VMs - Gold	\$1,656.00
EMC Avamar RMS Ligt: 601-1000 VMs - Gold	\$2,070.00
EMC Avamar RMS XL: 1000 VMs - Gold	\$2,622.00

EMC Data Domain - Gold	\$2,070.00
Microsoft System Center DPM - SM <100 - Gold	\$1,656.00
Microsoft System Center DPM - Med 100 - 500 - Gold	\$2,070.00
Microsoft System Center DPM - Lrg >500 Gold	\$2,622.00
Microsoft System Center DPM - XL - Gold	\$3,312.00
Managed Services OS	
Item	Rate
Windows - Gold	77.63 O/S
Linux O/S (Red Hat/SUSE) - Gold	\$155.94
AIX O/S - Gold	\$295.32
IBM System I - Gold	\$1,242.00
Managed Services Security	
Item	Rate
Cisco ASA - Gold	\$560.28
Cisco Firepower Services (Per Sensor) - Gold	\$313.26
Cisco Firepower Threat Defense - Gold	\$614.10
Palo Alto Firewall wo Panorama - Gold	\$523.02
Palo Alto Firewall w Panorama - Gold	\$523.02
Palo Alto Panorama - Gold	\$253.92
Cisco Identity Services Engine (ISE) - Gold	\$513.87
Fortinet Firewall wo FortiManager - Gold	\$523.02
Fortinet Firewall w FortiManager - Gold	\$523.02
Fortinet FortiManager - Gold	\$253.92
Fortinet FortiAnalyzer - Gold	\$77.28
Cisco Umbrella - Gold (Per User)	\$0.84

Managed Services Virtualization		
Item		Rate
VMware ESXi - Gold		\$200.10
Nutanix AHV - Gold		\$200.10
Microsoft Hyper-V - Gold		\$200.10

Managed Services Storage		
Item		Rate
Controller: IBM Storage Virtualization (priced per controller) - Gold		\$1,035.00
Storage: Disk per 1 TB Raw (For first 100 TB) - Gold		\$16.56
Storage: Disk per 1 TB Raw (For TBs over 100 TB) - Gold		\$2.21
SAN Switch - Gold		\$227.70
Controller: NetApp (Priced per controller) - Gold		\$1,035.00
Controller: EMC (Priced per controller) - Gold		\$1,035.00
Controller: IBM (Priced per controller) - Gold		\$1,035.00

Managed Services UC		
Item		Rate
Call Control: Cisco Analog Voice Gateway-Gold		\$18.63
Call Control: Cisco CUCM/IM&P Server - Gold		\$517.50
Call Control: Cisco Unity Connection (UCONN) - Gold		\$379.50
Call Control: Cisco Voice Gateway - Gold		\$69.00
Call Control: Cisco Business Edition 6000 Lifeline - Gold		\$772.39
Call Control: Cisco Attendant Console (CUXAC) - Gold		\$517.50
Call Control: VistasPoint Attendant Console - Gold		\$517.50

Call Control: Cisco Call Manager Express - Gold	\$172.50
Call Control: Cisco Unified Border Element (CUBE) - Gold	\$172.50
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	\$138.00
Call Control: Cisco Prime Collaboration Deployment - Gold	\$138.00
911: Cisco Emergency Responder (CER) - Gold	\$379.50
Voice Mail: Cisco Unity Express - Gold	\$172.50
Notification: InformaCast from Singewire - Gold	\$379.50
Call Experience Testing - 2CPH - Gold	\$472.10
Managed Services Contact Center	
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	\$450.00
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server, Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUI/C, Rogger, and Peripheral Gateway (PG).)	\$434.70
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	\$434.70
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	\$386.40
Contact Center: Virtualized Voice Browser (VVB) - Gold	\$103.50
Contact Center: UCC Express (UCCX) / Finesse - Gold (Contact Center Express, Cisco Finesse, or IP/IVR/VRU)	\$434.70
Contact Center: Cisco Unified Intelligence Center - Gold	\$432.54
Contact Center: SocialMiner - Gold	\$434.70

Contact Center: 2Ring Dashboards and Wallboards - Gold	\$434.70
Contact Center: Email Interaction Manager (EIM/IM/CIM) - Gold	\$434.70
Contact Center: Enterprise Chat and Email (ECE) - Gold	\$434.70
Contact Center: eGain Analytics - Gold	\$386.40
Contact Center: ESNA Cloudlink - Gold	\$138.00
CVP: CVP Operations Console - Gold	\$386.40
CVP: SIP Proxy (CUSP) - Gold	\$193.10
CVP: Ingress Gateway - Gold	\$103.50
CVP: VXML Gateway - Gold	\$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	\$138.00
Managed Services UC Video	
Cisco WebEx Meetings Server (CWMS) - Gold	\$379.50
Cisco WebEx Cloud Connected Audio - Gold	\$424.81
Cisco Meeting Place Express - Gold	\$379.50
UC Video: Cisco Meeting Server (CMS) - Gold	\$207.00
UC Video: Cisco Meeting Manager (CMM) - Gold	\$207.00
UC Video: Cisco Telepresence Content Server - Gold	\$379.50
UC Video: Expressway-C / Expressway-E - Gold	\$207.00
UC Video: Telepresence Management Suite (TMS) - Gold	\$517.50
Cisco Webex Hybrid Directory Connector - Gold	\$207.00
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	\$207.00
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	\$207.00
UC Video: MSE Chassis - Gold	\$138.00
UC Video: MCU MSE Blade - Gold	\$103.50
UC Video: Gateway (GW) MSE Blade - Gold	\$103.50

UC Video: Endpoint Management - Gold	\$69.00
UC Video: Telepresence Server Blade - Gold	\$103.50
UC Video: Telepresence MCU - Gold	\$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	\$138.00
Managed Additional Services	
Item	Rate
Managed Services Engineering and Consulting	\$240.00

These rates are subject to re-evaluation after the initial contract base term.
Time and materials support - out of scope services
 Hourly price is \$240
 Recurring services are subject to monthly minimum fees and time and materials support is subject to additional terms
 Unscheduled after hours support is 2x hourly rate with a 2 hour minimum requirement
 Managed Services Application requires a specific Statement of Work executed between the customer and CDW*G.

Other Professional Services	
Role	Hourly Rate
Associate Consulting Engineer	\$175.00
Consulting Engineer	\$215.00
Senior Consulting Engineer	\$225.00
Technical Lead / Principal Consulting Engineer	\$255.00
Enterprise Consulting Architect	\$255.00
Business Consulting Analyst	\$245.00
Project Administrator	\$165.00
Project Manager	\$210.00
Senior Project Manager	\$215.00
Enterprise Project Manager, PMO Lead	\$230.00
Program Manager	\$230.00
Technical Architect	\$350.00
Incident Responder/Forensic Analyst	\$350.00

**EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6U) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.
- 10. **SALES/USE TAX, OTHER TAXES.**
 - a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
 - b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
- 11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
 - a. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Notwithstanding the foregoing, any Agreement audits must be pursuant to a signed Confidentiality Agreement agreed to by both parties which will be subject to applicable law, including the Arizona Public Records law. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and location, and upon reasonable advanced notice of records to be audited.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**
 - a. A party will be in default if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor **will** be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non- defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the

Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
 - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement. However, notwithstanding the prior sentence, any claim shall not be an indemnified claim if such claim or damage was caused in whole by the actions of the City, its employees, agents, contractors or representatives.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
 - d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of Exhibit A. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner, as stated below.
 - a. **Manufacturer's Warranty.** The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only materials (product) warranties offered are those of the manufacturer, not the Contractor or its affiliates unless the manufacturer is the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.
 - b. **Services Warranty.** City's sole and exclusive remedy with respect to a warranty on the Services provided by Contractor will be, at the sole option of Contractor, to either: (a) use its reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by City related to the portion of the services not in substantial

compliance; provided, in each case, City notifies Contractor in writing within five (5) business days after performance of the applicable Services. City shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof.

c. **Third Party Services Warranty.** In connection with the products (materials), certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look to the third party for any loss, claims or damages arising from or related to the provision of such Third- Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.**
 - a. Except as it pertains to the Work Product in Subsection (b) below, all deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
 - b. City's rights to Work Product (meaning deliverables to be provided or created individually or jointly in connection with the services, not materials, provided by Contractor, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for City's internal use. City obtains no ownership or other property rights thereto. City agrees that Contractor may incorporate intellectual property created by third parties into the Work Product and that City's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Contractor's goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties. Notwithstanding the foregoing, title to third party software, the licenses to which are resold by Contractor, will remain with the third party. City's rights in such software are specified in the license agreement between such third party and City
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right (collectively "Claim") and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any Claim, or pay any settlement of such Claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its sole option and its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years based on a five (5) year straight line amortized basis. The foregoing provisions in this Section state the entire liability of Contractor and the sole and exclusive remedy of the City with respect to any Claim. Contractor shall have no liability or obligation to the City to the extent any Claim is based upon: (i) any combination of anything provided by Contractor with other software, hardware or other materials not authorized by Contractor or manufacturer; or (ii) any addition to, or modification of, anything provided by Contractor made after delivery to the City by any person other than Contractor.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed

upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National OMNIA Partnersto agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary

to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.
47. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS**

1. DEFAULT.

1.1. A party will be in default of the Agreement if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
- iv. Fails to carry out any term, promise, or condition of the Agreement.

1.2. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.

1.3. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event, demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

Agreed NA Exception:

2. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

2.1. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

2.2. The City may purchase the services or materials required under the Agreement from the open market, complete the required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

2.3. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

2.4. Neither party will be liable for incidental, special, or consequential damages.

Agreed NA Exception:

3. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

Agreed NA Exception:

4. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

Agreed NA Exception:

5. **NONDISCRIMINATION.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and any other applicable non-discrimination laws and rules.

Agreed NA Exception:

6. **DAVIS-BACON ACT.** For all prime construction contracts in excess of \$2,000, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3145- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3145-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

Agreed NA Exception:

7. **COPELAND "ANTI-KICKBACK" ACT.**

7.1. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

7.2. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

7.3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Agreed NA Exception:

8. **CONTRACT WORK AND SAFETY STANDARDS ACT.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts in excess of \$100,000 that involve the employment of mechanics or laborers each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

8.1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

8.2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

8.3. **Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

8.4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Agreed NA Exception:

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If this Contract is for the performance of experimental, developmental, or research work, including any assignment, substitution of parties, or subcontracts, the City and the Contractor shall comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued.

Agreed NA Exception:

10. **CLEAN AIR ACT.** The contractor agrees to:

10.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

10.2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the required Federal Agencies.

10.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

Agreed NA Exception:

11. **FEDERAL WATER POLLUTION CONTROL ACT.**

11.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

11.2. The contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the required Federal Agencies.

11.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Agreed NA Exception:

12. **DEBARMENT.** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation. Debarment status will be verified using the federal System for Award Management (SAM).

Agreed NA Exception:

13. **ACCESS TO RECORDS.** Offeror agrees that the City or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Agreed NA Exception:

14. **RECORDS RETENTION.** When federal funds are expended by the City for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The offeror further certifies that offeror will retain these records as required for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Agreed NA Exception:

15. **ENERGY POLICY AND CONSERVATION ACT.** Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

Agreed NA Exception:

16. **BUY AMERICA.** The Buy America requirements apply to construction contracts and acquisitions for goods or rolling stock valued at more than \$100,000. The Contractor agrees to comply with 49 U.S.C. §5323(j) and its implementing regulations at 49 CFR Part 661, any amendments thereto and any implementing guidance issued by the FTA.

Agreed NA Exception:

17. **APPLICABILITY TO SUBCONTRACTORS.** Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Agreed NA Exception:

18. **SOLID WASTE DISPOSAL ACT.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Agreed NA Exception:

19. **BYRD ANTI-LOBBYING AMENDMENT.** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered.

- 19.1. No Federal appropriated funds have been paid or will be paid for or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- 19.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

19.3. This certification shall be included in all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Please check the appropriate box:

No funds have been used or are planned to be used for lobbying in connection with this contract, or

Attached is Standard Form L.L.L., "Disclosure of Lobbying Activities," which describes the use (past or planned) of funds for lobbying in connection with this contract.

Agreed NA Exception:

Offeror agrees to comply with the requirements in these Terms and Conditions as well as all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

Company Name: CDW Government LLC

Phone Number: 813-462-4023 email address: dariber@cdw.com

Printed Name and Title of Authorized Representative: Dario Bertocchi - Vice President, Contracting Operations

Signature of Authorized Representative: Dario J. Bertocchi Digitally signed by Dario J Bertocchi
Date: 2023.12.18 09:31:29 -0500 Date: December 15, 2023

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CDW GOVERNMENT LLC**

**EXHIBIT B
Scope of Work**

City will purchase products and services on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CDW GOVERNMENT LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

A quote must be provided with each order.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$9,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Products and services will be purchased on an as-needed basis per Contractor's quote provided at the time.