

CONTRACT
CDW Government LLC
OMNIA INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND
SERVICES
CONTRACT 2024056-01

APPROVED:
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 3/25/2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: _____
Verified by Finance Officer

City of Mesa

Contract # 2024056-01

for

Information Technology Solutions Products and Services

with

CDW Government LLC

Effective: July 2, 2024

The following documents comprise the executed contract between the City of Mesa, and CDW Government effective July 2, 2024:

- I. City of Mesa/CDW-G Signed Contract
- II. Supplier's Response to the RFP, incorporated by reference
 - a. OMNIA Partners



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
2.00	Group 2 - Input Devices	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

		14) Input Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		15) Input Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
3.00	Group 3 - Output Devices	16) Displays	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		17) Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		18) Inkjet Printres	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

		31) Audio Input	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		32) Video Cards	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		33) Sound Cards	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		34) Output Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		35) Printer Consumables	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
4.00	Group 4 - Memory	36) Desktop	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		37) Flash	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		38) Networking	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		39) Notebook	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		40) Printer / Fax	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		41) Server	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
5.00	Group 5 - Storage Devices	42) Adapters Fibre Channel	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		43) Adapters FireWire / USB	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		44) Adapters IDE/ATA/SATA	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		45) Adapters RAID	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		46) Adapters SCSI	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		47) Bridges & Routers	7.00%	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

		65) Storage - SAN	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		66) Tape Autoloaders - AIT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		67) Tape Autoloaders - DAT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		68) Tape Autoloaders - DLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		69) Tape Autoloaders - LTO	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		70) Tape Drives - 4mm	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		71) Tape Drives - 8mm/VXA	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		72) Tape Drives - AIT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		73) Tape Drives - DAT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		74) Tape Drives - DLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		75) Tape Drives - LTO/Ultrium	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		76) Tape Drives SDLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		77) Tape Drives - Travan	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
6.00	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		79) Bridges & Routers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		80) Gigabit Hubs & Switches	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		81) Concentrators & Multiplexers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		82) Hardware Firewalls	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		83) Intrusion Detection	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		84) KVM	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		85) Modems	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		86) Network Test Equipment	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		87) Network Adapters	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		88) Network Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		89) Network Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		90) Repeaters & Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		91) Wireless LAN Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		92) Token Authentication	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		93) 10G Fiber Optic Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		94) 1G Fiber Optic Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
7.00	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		96) Licensing Backup	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		97) Licensing Barcode/OC	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		98) Licensing Business Application	4.00%	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) Licensee - 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
8.00	Group 8 - Media Supplies	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
		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

		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
9.00	Group 9 - Collaboration & IP Telephony	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
10.00	Group 10 - Other	163) Advanced Integration	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		164) Asset Disposal	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		165) Asset Management	5.00%	All Manufacturers, excluding Apple	0.50%	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 Scanner 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) Sheetfed 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

240) Wireless Communication Devices	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
241) Batteries	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
242) Power Supplies / Adapters	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
243) Rackmount Equipment	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
244) Remote Power Management	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
245) Surge Suppressors	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
246) UPS / Battery Backup	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
247) 14" & smaller LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
248) 15-19" LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
249) 15-19" Wide LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
250) 15-19" Wide LED Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
251) 20-30" 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) 20-30" Wide LED Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
254) PCoIP and Zero Client Displays	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
255) Arm Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
256) 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
11.00	Group 11 - Services	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			

		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 Basic/Essential/Premium Support for AWS, GCP, and AZURE	Monthly Price* 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.	



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 Educations (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	\$1,587.00
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 Lrg: 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 Lrg: 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: VistaPoint 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 Singlewire - Gold	\$379.50
Call Experience Testing - 2CPH - Gold	\$472.10
Managed Services Contact Center	
Item	Rate
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, CUIC, 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 IPIVR/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/WIM/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	
Item	Rate
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 or 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 3146- 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 3146-3148 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 on 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 LLL, "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 -05'00' Date: December 15, 2023

Exhibit F – Federal Funds Certifications

Please see the following 28 pages for CDW•G's signed Exhibit F – Federal Funds Certifications.

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DB Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by

the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must 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 by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—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 by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 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.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the 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. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DB Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7

Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7

Check for YES: ☐

Does offeror agree? YES DB Initials of Authorized Representative of offeror

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code: 230 N. Milwaukee Ave Vernon Hills IL, 60061

Phone Number: 813-462-4023

Fax Number: 847-419-6200

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

Email Address: darber@cdw.com

Signature of Authorized Representative: 

Date: December 15, 2023

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency 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.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES DB Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

CDW Government LLC

Address, City, State, and Zip Code:

230 N. Milwaukee Ave Vernon Hills IL, 60061

Phone Number: 813-462-4023

Fax Number: 847-419-6200

Printed Name and Title of Authorized Representative:

Dario Bertocchi - Vice President, Contracting Operations

Email Address:

dariber@cdw.com

Signature of Authorized Representative:



Date: December 15, 2023

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.
- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

- iii. including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. 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.
- b. 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.
- c. 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."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to 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.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) 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 paragraph (b)(1) of this section, in the sum of \$27 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 the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient 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 the clause set forth in

paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 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 paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. 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 by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such

as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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 by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, CDW Government LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Dario Bertocchi - Vice President, Contracting Operations

Name and Title of Contractor's Authorized Official

December 15, 2023

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected

with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code:

230 N. Milwaukee Ave Vernon Hills IL, 60061

Phone Number: 813-462-4023 Fax Number: 847-419-6200

Printed Name and Title of Authorized Representative:

Dario Bertocchi

Email Address: dariber@cdw.com

Signature of Authorized Representative: 

Date: December 15, 2023

Exhibit G – New Jersey Business Compliance

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;*
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;*
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and*
- Bid and Performance Security, as required by the applicable municipal or state statutes.*

Please see the following 20 pages for CDW•G's signed documents.

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

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- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC

Organization Address: 230 N. Milwaukee Ave Vernon Hills IL, 60061

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Not applicable.	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Dario Bertocchi	Title:	Vice President, Contracting Operations
Signature:		Date:	December 15, 2023

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of CONNECTICUT

County of Fairfield

SS:

I, Dario Bertocchi residing in Shelton
(name of affiant) (name of municipality)
 in the County of Fairfield and State of Connecticut of full
 age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Contracting Operations of the firm of CDW Government LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled IT Solutions Products and Services #2024056, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Mesa and OMNIA Partners relies upon the truth of the statements (name of contracting unit) contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by CDW Government LLC.

Subscribed and sworn to

before me this day

Signature

18th day of December, 2023

Dario Bertocchi

(Type or print name of affiant under signature)

Notary public of
CARMEN CASTRO

My Commission expires 02/28/2026

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: CDW Government LLC

Street: 230 N. Milwaukee Ave

City, State, Zip Code: Vernon Hills, IL 60061

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

December 15, 2023

Date



Vice President, Contracting Operations

Authorized Signature and Title

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2023 to 15-Mar-2026**

**CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS**

IL 60061




ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

Part I – Vendor Information

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Part II – Contribution Disclosure

Page 85 of 133

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 18th day of December, 2023

Carmen Castro
(Notary Public)

My Commission expires: 02/28/2026



(Affiant)

Dario Bertocchi - Vice President, Contracting Operations

(Print name & title of affiant)

(Corporate Seal)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/Vendors/Bidders> must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.



OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Dario Bertocchi

Printed Name of Authorized Agent



Signature of Authorized Agent

Vice President, Contracting Operations

Title

December 13, 2023

Date

CDW Government LLC

Company Name

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CDW GOVERNMENT LLC

Trade Name:

Address: 200 N MILWAUKEE AVE
VERNON HILLS, IL 60061-1577

Certificate Number: 1561883

Effective Date: May 10, 2010

Date of Issuance: September 24, 2019

For Office Use Only:
20190924190300452

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action

Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Dario Bertocchi

Title: Vice President, Contracting Operations

Signature: _____

Date: December 13, 2023

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2023 to 15-Mar-2026**

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 2024056

VENDOR/BIDDER:

CDW Government LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND
NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

- ☒ The Vendor/Bidder has no business operations in Northern Ireland; or
- OR**
- ☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and

it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.



Signature

December 13, 2023

Date

Dario Bertocchi - Vice President, Contracting Operations

Print Name and Title

Exhibit H – Advertising Compliance Requirement

CDW•G confirms review of Exhibit H.



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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by the City of Mesa are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").