

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

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
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, CPPB
Procurement Officer II