

**AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES
CDW Government LLC**

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 20__, between CDW Government LLC ("Vendor"), whose address is _____, and telephone number is _____ and the City of Stockton, a municipal corporation ("City"). referencing the Contractual Agreement for Information Technology including desktops, notebooks, servers, software, peripherals and services dated August 18, 2013 (the "Parent Contract") between CDW Government LLC ("Supplier"), and the City of Tucson, Arizona ("Principal Procurement Agency"), Administered by National Intergovernmental Purchasing Alliance Company ("National IPA").

The terms and conditions of this Agreement shall incorporate the Parent Contract, except to the extent expressly provided herein. Each capitalized term used herein and not otherwise defined shall have the same meaning attributed to it in the Parent Contract.

The following terms and conditions are expressly modified for this Agreement:

Term: begins on execution date of this Piggy-back Agreement and is terminated concurrently with Parent Contract.

Except as specifically modified herein, all other terms and conditions of the Parent Contract shall remain in full force and effect. This Agreement in no way modifies or alters the Parent Contract for the contracting parties identified therein.

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Goods to be provided. Vendor shall provide the goods as set forth on the attached Exhibit A incorporated herein by reference.
2. Compensation. For the goods and services under this Agreement, City shall pay Vendor the sum of \$322,513 (Exhibit A).
3. Method of Payment. City shall pay Vendor within 30 days from the date Vendor's invoices are approved by the City Manager. Vendor shall submit monthly invoices.
4. Indemnification. Vendor shall indemnify, save and hold harmless from and defend the City, members of the City Council and employees, agents and volunteers, against any and all claims, costs, demands, causes of action, suits, losses, and expense, including attorneys fees, arising from or out of acts or omissions of Vendor, its officials, employees, agents or sub-Vendors, in connection with the goods and services that the Vendor is to provide/perform under this Agreement, except where caused by the active or sole negligence of City, or City's willful misconduct.

5. Limitation of Liability. NEITHER VENDOR NOR ITS AFFILIATES WILL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. NEITHER VENDOR NOR ITS AFFILIATES WILL BE LIABLE FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. CITY AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE, DELIVERY OR USE OF PRODUCTS, NEITHER VENDOR NOR ITS AFFILIATES WILL BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES IN EXCESS OF: THE DOLLAR AMOUNT PAID BY CITY FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM.

6. Audit. City reserves the right to audit Vendor's records one (1) time each twelve (12) month period, during the term of this Agreement, at a time mutually agreed upon by City and Vendor, and during regular business hours, to verify the accuracy of the amounts paid hereunder ("Audit"). Any Audit shall be at City's sole expense. In the event an Audit is performed by an independent third party, such third party must execute Vendor's Standard Non-Disclosure Agreement. Any Audit shall be limited to records related to Vendor's transactions with City only. Vendor is not required to keep original documents, and copies of relevant documents will suffice for the purpose of this provision. Vendor will maintain documents in accordance with its document retention policy. The entire extent of any damages calculated as a result of an Audit will be limited to the amount of actual discrepancies revealed by Vendor's records.

7. Ownership of Goods. All goods accepted by the City shall be the property of the City.

8. Changes to the Agreement. This Agreement may not be modified except in writing by both parties.

9. Applicable Law. This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.

10. Non-Assignability. Vendor shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.

11. Notices. All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

To Vendor: CDW Government LLC
2 Corporate Drive, Suite 800.
Shelton, CT 06484
Attention: Program Sales

To City: IT Director
City of Stockton
425 N. El Dorado St.
Stockton, CA 95202

Attachment B

CDW Government LLC
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Attn: Legal Counsel

12. Conformance to Applicable Laws. Vendor shall comply with all applicable Federal, State and Municipal laws, rules and ordinances. Vendor shall not discriminate in the employment of persons or in providing services under this Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.

13. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing notice to Vendor at the address first stated above. Vendor shall be paid for that portion of goods provided when notice is received.

b. Vendor shall not assign or transfer this Agreement.

c. In the performance of this Agreement, Vendor, its employees and agents shall have the status of an independent Vendor and not as an employee of the City for any purpose.

d. If either City or Vendor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

e. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF STOCKTON

Kurt O. Wilson
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CDW Government LLC

By: _____
Signature

Print name
Title: _____



CDWG.com | 800.594.4239

Attachment B

Exhibit A

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GDJR346	7240233	5/4/2015

BILL TO:
ERIE LUCES
400 E MAIN ST

SHIP TO:
CITY OF STOCKTON
Attention To: ERIE LUCES
400 E MAIN ST

Accounts Payable
STOCKTON, CA 95202-3000

STOCKTON, CA 95202-3000
Contact: ERIE LUCES 209.937.7061

Customer Phone #209.937.7061

Customer P.O. # GDJR346 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE	
KENNY STOLLER 877.246.8092		FEDEX Ground	Request Terms		
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
3	3094645	CISCO CAT 2960-X 24PT GE POE Mfg#: WS-C2960X-24PS-L Contract: National IPA Technology Solutions 130733	1,597.00	4,791.00	
2	3088044	CISCO CAT 2960-X 48 GE POE 370W Mfg#: WS-C2960X-48LPS-L Contract: National IPA Technology Solutions 130733	2,797.50	5,595.00	
3	3127112	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC224SL Contract: National IPA Technology Solutions 130733	153.60	460.80	
2	3100078	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC248SL Contract: National IPA Technology Solutions 130733	268.80	537.60	
3	3088044	Electronic distribution - NO MEDIA CISCO CAT 2960-X 48 GE POE 370W Mfg#: WS-C2960X-48LPS-L Contract: National IPA Technology Solutions 130733	2,797.50	8,392.50	
3	3094106	CISCO CAT C2960X-STAC=	657.25	1,971.75	
3	1484378	Mfg#: C2960X-STAC= Contract: National IPA Technology Solutions 130733			
3	3100078	CISCO BLADSWITCH-0.5M STACK CABLE Mfg#: CAB-STK-E-0.5M= Contract: National IPA Technology Solutions 130733	55.00	165.00	
3	3100078	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC248SL Contract: National IPA Technology Solutions 130733	268.80	806.40	
16	1248896	Electronic distribution - NO MEDIA CISCO JUMPER POW CORD 250AC 16A C14 Mfg#: CAB-C15-CBN= Contract: National IPA Technology Solutions 130733	14.25	228.00	
7	2942854	CISCO CAT3850 48 10/100/1000 LAN Mfg#: WS-C3850-48T-L Contract: National IPA Technology Solutions 130733	4,361.00	30,527.00	
7	2950417	CISCO CAT 3850 4X1GE NTWK MOD Mfg#: C3850-NM-4-1G= Contract: National IPA Technology Solutions 130733	285.00	1,995.00	
7	3068076	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC388TL Contract: National IPA Technology Solutions 130733	427.20	2,990.40	

4	2942840	Electronic distribution - NO MEDIA CISCO CAT3850 48 10/100/1000 POE LAN Mfg#: WS-C3850-48P-L Contract: National IPA Technology Solutions 130733	5,096.00	17,834.00
4	2950417	CISCO CAT 3850 4X1GE NTWK MOD Mfg#: C3850-NM-4-1G= Contract: National IPA Technology Solutions 130733	285.00	1,140.00
4	2971285	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC388PL Contract: National IPA Technology Solutions 130733	499.20	1,996.80
2	2942840	Electronic distribution - NO MEDIA CISCO CAT3850 48 10/100/1000 POE LAN Mfg#: WS-C3850-48P-L Contract: National IPA Technology Solutions 130733	5,096.00	10,192.00
2	2950417	CISCO CAT 3850 4X1GE NTWK MOD Mfg#: C3850-NM-4-1G= Contract: National IPA Technology Solutions 130733	285.00	570.00
2	2971285	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC388PL Contract: National IPA Technology Solutions 130733	499.20	998.40
2	3067816	Electronic distribution - NO MEDIA CISCO 50CM TYPE 1 STACKING CABLE Mfg#: STACK-T1-50CM= Contract: National IPA Technology Solutions 130733	57.00	114.00
2	2086488	CISCO CATALYST 3750X STACK PWR CABLE Mfg#: CAB-SPWR-30CM= Contract: National IPA Technology Solutions 130733	54.15	108.30
7	2953790	CISCO CAT3850 24PT DATA LAN BASE Mfg#: WS-C3850-24T-L Contract: National IPA Technology Solutions 130733	2,548.00	17,836.00
7	2950417	CISCO CAT 3850 4X1GE NTWK MOD Mfg#: C3850-NM-4-1G= Contract: National IPA Technology Solutions 130733	285.00	1,995.00
7	2953794	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC384TL Contract: National IPA Technology Solutions 130733	249.60	1,747.20
11	2942852	Electronic distribution - NO MEDIA CISCO CAT3850 24 10/100/1000 POE LAN Mfg#: WS-C3850-24P-L Contract: National IPA Technology Solutions 130733	2,940.00	32,340.00
11	3087705	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC384PL Contract: National IPA Technology Solutions 130733	288.00	3,168.00
11	2950417	Electronic distribution - NO MEDIA CISCO CAT 3850 4X1GE NTWK MOD Mfg#: C3850-NM-4-1G= Contract: National IPA Technology Solutions 130733	285.00	3,135.00
18	3075318	CISCO CAT 2960-X 24PT GIGE LAN BASE Mfg#: WS-C2960X-24TS-L Contract: National IPA Technology Solutions 130733	1,173.55	21,123.90
2	3110608	CISCO CAT2960-X 48PORT 2 SFP LITE Mfg#: WS-C2960X-48TS-LL Contract: National IPA Technology Solutions 130733	1,745.00	3,490.00
18	3091567	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC296XT Contract: National IPA Technology Solutions 130733	115.20	2,073.60
2	3073907	Electronic distribution - NO MEDIA CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC248TS Contract: National IPA Technology Solutions 130733	201.60	403.20
8	2942854	Electronic distribution - NO MEDIA CISCO CAT3850 48 10/100/1000 LAN	4,361.00	34,888.00

Attachment B

		Mfg#: WS-C3850-48T-L Contract: National IPA Technology Solutions 130733		
8	2950417	CISCO CAT 3850 4X1GE NTWK MOD Mfg#: C3850-NM-4-1G= Contract: National IPA Technology Solutions 130733	285.00	2,280.00
8	3068076	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC388TL Contract: National IPA Technology Solutions 130733	427.20	3,417.60
2	2942840	Electronic distribution - NO MEDIA CISCO CAT3850 48 10/100/1000 POE LAN Mfg#: WS-C3850-48P-L Contract: National IPA Technology Solutions 130733	5,096.00	10,192.00
2	2971285	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC388PL Contract: National IPA Technology Solutions 130733	499.20	998.40
2	2950417	Electronic distribution - NO MEDIA CISCO CAT 3850 4X1GE NTWK MOD Mfg#: C3850-NM-4-1G= Contract: National IPA Technology Solutions 130733	288.00	576.00
5	2942840	CISCO CAT3850 48 10/100/1000 POE LAN Mfg#: WS-C3850-48P-L Contract: National IPA Technology Solutions 130733	5,096.00	25,480.00
5	2971285	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC388PL Contract: National IPA Technology Solutions 130733	499.20	2,496.00
5	2950417	Electronic distribution - NO MEDIA CISCO CAT 3850 4X1GE NTWK MOD Mfg#: C3850-NM-4-1G= Contract: National IPA Technology Solutions 130733	288.00	1,440.00
5	3067816	CISCO 50CM TYPE 1 STACKING CABLE Mfg#: STACK-T1-50CM= Contract: National IPA Technology Solutions 130733	57.00	285.00
5	2086488	CISCO CATALYST 3750X STACK PWR CABLE Mfg#: CAB-SPWR-30CM= Contract: National IPA Technology Solutions 130733	54.15	270.75
1	2942840	CISCO CAT3850 48 10/100/1000 POE LAN Mfg#: WS-C3850-48P-L Contract: National IPA Technology Solutions 130733	3,596.00	3,596.00
1	2971285	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC388PL Contract: National IPA Technology Solutions 130733	499.20	499.20
1	2950417	Electronic distribution - NO MEDIA CISCO CAT 3850 4X1GE NTWK MOD Mfg#: C3850-NM-4-1G= Contract: National IPA Technology Solutions 130733	288.00	288.00
5	2942840	CISCO CAT3850 48 10/100/1000 POE LAN Mfg#: WS-C3850-48P-L Contract: National IPA Technology Solutions 130733	5,096.00	25,480.00
5	2971285	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-WSC388PL Contract: National IPA Technology Solutions 130733	499.20	2,496.00
5	2950417	Electronic distribution - NO MEDIA CISCO CAT 3850 4X1GE NTWK MOD Mfg#: C3850-NM-4-1G= Contract: National IPA Technology Solutions 130733	288.00	1,440.00
5	3067816	CISCO 50CM TYPE 1 STACKING CABLE Mfg#: STACK-T1-50CM= Contract: National IPA Technology Solutions 130733	57.00	285.00
5	2086488	CISCO CATALYST 3750X STACK PWR CABLE Mfg#: CAB-SPWR-30CM= Contract: National IPA Technology Solutions	54.15	270.75

130733

Attachment B

SUBTOTAL
FREIGHT
TAX

297,954.55
0.00
24,557.86

US Currency

TOTAL ♦ 322,512.41

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 847.968.1552

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515