

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR SERVICES
CDW Government LLC

1 Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and CDW Government LLC, (hereinafter “Successful Respondent”), with its principal place of business at 230 North Milwaukee Avenue, Vernon Hills, IL 60061.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-443, on 10/28/2019, for Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-CPO-TMP-443 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows:

- i. this Contract;
- ii. Appendix A, Standard Terms and Conditions;
- iii. Appendix B, Successful Respondent’s Historically Underutilized Businesses Subcontracting Plan;
- iv. Appendix C, Pricing Index;
- v. Appendix D, Service Agreement Template;
- vi. and Exhibit 1, RFO DIR-CPO-TMP-443, including all Addenda; and
- vii. Exhibit 2, Successful Respondent’s Response to RFO DIR-CPO-TMP-443, including all Addenda.

Each of the foregoing documents is incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent governing purchase transactions. In the event of a conflict between the documents listed in this paragraph, the controlling

document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2.

2 Term of Contract

The initial term of this Contract shall be two (2) years commencing the last date of approval by DIR and Successful Respondent, with one (1) optional two-year renewal followed by one (1) optional one-year renewal. Prior to expiration of each term, this Contract will renew automatically under the same terms and conditions unless either party provides notice to the other party sixty (60) days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

3 Option to Extend

Successful Respondent agrees that DIR may require continued performance, not including termination assistance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed four (4) calendar months. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to Successful Respondent.

4 Product and Service Offerings

A. Products

Products available under this Contract are limited to Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Related Services as specified in Appendix C, Pricing Index. In DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product offering; provided that such changes or additions must be within the scope of the posting described in Section 1.B above. Successful Respondent may not add product offerings from a manufacturer if such manufacturer was not included in Successful Respondent's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to the Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Related Services as specified in Appendix C, Pricing Index. In DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its services offering; provided that such changes or additions must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above.

Successful Respondent may adjust its service zones upon approval from DIR and via amendment to this Contract.

5 Pricing

Pricing to Customer shall be as set forth in **Appendix A, Standard Contract Terms and Conditions, Section 8, Pricing, Purchase Orders, Invoices and Payment**, and as limited by **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee.

6 DIR Administrative Fee

- A) The administrative fee to be paid by Successful Respondent to DIR (the “DIR Administrative Fee”) based on the dollar value of all sales to Customers pursuant to this Contract shall be three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the DIR Administrative Fee for sales totaling \$100,000 shall be \$750.00.
- B) All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Successful Respondent without further requirement for a Contract amendment. Any change in the DIR Administrative Fee shall be incorporated in the price to Customer.

7 Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Hershel Becker or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to Successful Respondent:

Ty Robles
Deputy Program Manager
CDW Government LLC
230 North Milwaukee Avenue
Vernon Hills, IL 60061

Phone: (203) 851-7239
Email: ty.robles@cdw.com

8 Shrink/Click-wrap License and Service Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (“Shrink/Click-wrap License Agreement”), the terms and conditions set forth in this Contract shall supersede. **It is the Customer’s responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the terms of the Shrink/Click-wrap License Agreement, Customer shall be responsible for negotiating changes to the Shrink/Click-wrap License Agreement.**

B. Service Agreement Template

Services provided under this Contract shall be in accordance with the Service Agreement template as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and Customer. If utilizing the Service Agreement template, Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of DIR or the Customer or the responsibilities or liabilities of Successful Respondent.

C. Conflicting or Additional Terms

- 1) In the event that conflicting or additional terms in Service Agreements or linked or supplemental documents amend or diminish the rights of Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.
- 2) In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this Contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Successful Respondent product or service offering after the effective date of the update; and, provided further, that, if Successful Respondent has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Successful Respondent’s initial response shall apply to that purchase unless Successful

Respondent directly informs Customer of the update before the purchase is consummated.

3) In the event that different or additional terms or conditions would otherwise result from accessing a linked document, Customer's agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

4) Successful Respondent shall not require any document that: i) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

5) If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract between DIR and Successful Respondent or the contract between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Successful Respondent.

6) The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a Reseller (as defined in Appendix A, Standard Terms and Conditions) who attempts to pass through documents and obligations from its manufacturer or publisher.

9 Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Successful Respondent.

This Contract is executed to be effective as of the date of last signature.

CDW Government LLC

Authorized By: Signature on File

Name: David Hutchins

Title: VP Strategic Programs

Date: 7/13/2021

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 7/18/2021

Office of General Counsel: Signature on File 7/15/2021