

AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT FOR DELINEA PRIVILEGED ACCESS MANAGEMENT SOFTWARE

This Agreement to use the Local Government Contract for Software Value Added Reseller (“Agreement”) is made and entered into as of _____ (the “Effective Date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and CDW Government LLC, an Illinois limited liability company (“Provider”).

RECITALS

WHEREAS, the City desires to obtain services from Provider under the terms and conditions set forth in Master Agreement Number CTR060021 and Nevada Contract Number 99SWC-NV23-12770 Software Value Added Reseller entered into between State of Nevada and Provider effective January 1, 2023 with its attendant contract documents, attachments, and exhibits (collectively, the “Original Contract”), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, NRS 332.195 (1)(a) and (c) permits the City to enter into a contract pursuant to a solicitation by the State of Nevada or another state and a cooperative purchasing organization with the authorization of the contracting Provider;

WHEREAS, the City desires to purchase the Delinea Cloud Platform Subscription (“Services”) as detailed in the Provider’s Quote (“Quote”), Quote Number PHJG349, dated February 11, 2025, a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, the City and the Provider intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

SECTION ONE AFFIRMATION OF ORIGINAL CONTRACT

1.1. The City and the Provider agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Provider hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract as the basis for this Agreement.

SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on Effective Date and will continue to be in effect for one (1) year ("Term"), unless earlier terminated in accordance with the terms and conditions herein. The City shall purchase the Services according to the prices and fees described in Exhibit B ("Quote") in an amount not to exceed Ninety-Two Thousand, Seven Hundred Thirty-Nine Dollars and 43/100 (\$92,739.43). The prices in the Quote shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

2.2. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the Services provided and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be made within thirty (30) calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by email, personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Maria Consengco 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633- 1463 Email: consengcom@cityofnorthlasvegas.com
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To Provider:	CDW Government LLC Attention: Michael Schlossberg 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 Phone: 866-224-6418 Email: mikesch@cdwg.com
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2.4. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.5. The Provider agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract, including general liability insurance with no less than \$1,000,000 policy limits per occurrence.

2.6. The Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

2.7.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.8.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void. Any attempt to assign this Agreement by the City without the prior written consent of the Provider shall be void.

2.8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver

of such provision or right unless such party expressly waives such provision or right in writing.

2.8.4. Attorney's Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This section shall survive the completion of this Agreement until the applicable statutes of limitation expire.

2.8.5. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

2.8.6. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

2.8.7. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.8.8. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

2.8.9. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

2.8.10. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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

City of North Las Vegas,
a Nevada municipal corporation

CDW Government LLC,
an Illinois limited liability company

By: _____
Pamela A. Goynes-Brown, Mayor

By: Luke Anderson
Title: CDW Sales Manager
Name: Luke Anderson

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, City Attorney

EXHIBIT A

Contract Number 99SWC-NV23-12770

Please see attached page(s).

PARTICIPATING ADDENDUM

Nevada Contract Number	99SWC-NV23-12770
Master Agreement Number:	CTR060021
Solicitation Number	BPM002338 (State of Arizona)
Title:	Software Value Added Reseller (SVAR) (NASPO ValuePoint, Arizona)

Participating Entity:	State of Nevada, Department of Administration, Purchasing Division
Address:	515 E Musser St, Ste 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Marti Marsh
Phone:	(775) 684-0180
Email:	mmarsh@admin.nv.gov

Contractor:	CDW Government LLC
Address:	230 N. Milwaukee Ave.
City, State, Zip Code:	Vernon Hills, IL 60061
Contact:	Ann Reeves
Phone:	(813) 804-5352/Ext. 65352
Email:	Ann.reeves@cdwg.com

WHEREAS, NRS 333.475 authorizes the Administrator to contract pursuant to solicitation for bid or proposal by other governmental entities for the purchase of supplies materials, equipment and services; and

WHEREAS, it is deemed that the supplies, materials, equipment, and services of the Contractor are both necessary and in the best interest of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **SCOPE.** This Participating Addendum (PA) covers the software and services included in the Master Agreement from the Lead Agency listed above, except for services requiring a contractor's license. This PA is supplemental to the terms of the Master Agreement, as amended. Any conflict between the terms of the Master Agreement and the terms of this PA shall be governed by the terms of this PA. Those terms not otherwise in conflict shall continue in full force and effect.
 - 1.1. **PRICING.** The maximum markup on reseller invoiced cost and hourly rates, including general software, and Microsoft software, *CDW Government LLC ValuePoint Software Value-Added Reseller (SVAR) State of Arizona Contract #CTR060021* are incorporated as *Attachment A* and shall apply to all purchases under the PA. The State of Nevada Administrative fee of one percent (1%) is added to the maximum markup on these costs reflected in Attachment A.
 - 1.2. **OUT OF SCOPE.** Non-Software as a Service (SaaS) cloud computing products such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and software managed by service provider are out of scope for this agreement. IaaS shall be allowable only as an incidental product when (1) SaaS is the primary and predominate title being purchased, and (2) limited and incidental licensing of publisher IaaS is essential to successful and efficient implementation and or deployment of SaaS software.
2. **TERM.** The term of this PA shall begin on the date of last signature below or January 1, 2023, whichever is later. The term shall continue for a period ending on the Termination Date of the Master Agreement, as amended, or when this PA is terminated in accordance with the Master Agreement, whichever shall occur first.
3. **PARTICIPATION.** The benefits of this PA shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this PA.

PARTICIPATING ADDENDUM

- 3.1. STATE EXECUTIVE BRANCH AGENCIES. All state “Using Agencies”, as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.
- 3.2. LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL. Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.
- 3.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.
4. ADMINISTRATIVE FEE
 - 4.1. Contractor shall pay a quarterly administrative fee payable to “State of Nevada Purchasing Division.” Administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by Contractor and any resellers, distributors, partners, or agents for all products and services provided under the contract during a quarter, beginning the date of execution of this contract.
 - 4.2. All administrative fee payments shall include the contract number on required documents. If submitting an administrative fee payment for more than one contract, a separate payment and associated documents shall be submitted by Contractor for each contract.
 - 4.3. The State will not issue an invoice for administrative fee owed to the State. Contractor is responsible for payment of administrative fee with no prompting from the State. Contractor shall pay quarterly administrative fee within forty-five (45) calendar days of quarter end in accordance with *Fee Payment and Report Schedule*.
 - 4.4. STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT
 - 4.4.1 Contractor shall complete and submit a Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract in the reporting period.
 - 4.4.2 The template for required Statewide Contract Quarterly Administrative Fee Report is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 4.5. STATEWIDE CONTRACT QUARTERLY USAGE REPORT
 - 4.5.1 Contractor shall complete and submit a Statewide Contract Quarterly Usage Report, to include at a minimum itemized data elements listed below.
 - 4.5.2 The template for required Statewide Contract Quarterly Usage Report is available via a link on the Statewide Contract Quarterly Administrative Fee Report which is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 4.5.3 Data Elements
 - A. Customer Name. Name of entity making the purchase—if customer has multiple locations, please use primary entity name.
 - B. Customer Type. Indicate type of entity making the purchase.
 1. S=State Executive Branch Agency
 2. E=University and Community College
 3. P=Political Subdivision
 4. O=Other Entity

PARTICIPATING ADDENDUM

- C. Authorization Number. Purchase Order Number provided by customer to authorize a purchase. If purchase was made with a credit card enter “P-Card.”
- D. Purchase Description. Description of the product(s) or service(s) purchased.
- E. Quantity. Quantities (excluding returns) of product(s) delivered—enter a quantity of one (1) for service(s).
- F. Unit Price. Unit price charged (excluding credits) for product or service purchased.
- G. Total Cost. Extended cost of purchase line—quantity delivered x unit price charged.

- 4.6. **FEE PAYMENT AND REPORT SCHEDULE.** Contractor shall pay administrative fee quarterly, if owed, and submit a Statewide Contract Quarterly Administrative Fee Report and Statewide Contract Quarterly Usage Report, even if no payments are made in a quarter, in accordance with the following schedule.

Period End	Report Due
September 30	November 14
December 31	February 14
March 31	May 15
June 30	August 14



- 4.7. **REPORT MODIFICATIONS.** The State reserves the right to modify requested format and contents of reports by providing thirty (30) calendar days written notice to Contractor. The State may unilaterally amend the contract, with (30) calendar days written notice to Contractor, to change timing for submission of reports. Contractor understands and agrees that if such an amendment is issued by the State, Contractor shall comply with all contract terms, as amended.
- 4.8. **TIMELY REPORTS AND FEES.** If administrative fee is not paid and quarterly reports are not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.
- 4.9. **ORDERS.** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this PA shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The Master Agreement number and the State Contract Number must appear on every Quote/Purchase Order placed under this Participating Addendum. The State’s rights in software, including SaaS, will be governed by the Publisher’s standard end user license agreement, unless the State has negotiated alternative terms directly with the Publisher in which case the alternative terms will govern.
5. **REQUISITIONS.** Orders for Nevada State executive branch agencies as defined in Section 3.1 will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State unless otherwise authorized in writing by Nevada State Purchasing. Other entities as defined in Section 3.2 and 3.3 can purchase directly and be billed by vendor.
6. **LICENSE CONFIRMATIONS.** Reseller shall provide certified licensing confirmation certificates for all software licenses or written confirmation showing “proof of license” to the Publisher. Proof of license shall be an electronic file or hardcopy document. Reseller will retain an electronic record of the State of Nevada’s “proof of licenses” and provide copies to the State as requested.
7. **PRODUCT RETURNS.** Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If the information is not provided to the Purchasing Entity by the reseller, reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the reseller must agree to accept returns. If delivered software is defective, the reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. Any defective or incorrectly delivered media will be replaced by overnight delivery at the reseller’s expense if requested by the State of Nevada or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the State of Nevada or Purchasing Entity within seven (7) days of initial notification.
8. **SERVICES.** All professional services, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in Section 3.1 will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in Section 3.2 and 3.3 can purchase professional services directly

PARTICIPATING ADDENDUM

and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor's license issued pursuant to chapter 624 of NRS are not authorized under this agreement.

9. **SUBCONTRACTORS.** All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.
10. **BUSINESS LICENSE.** Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).
11. **NEVADA LAW AND STATE INDEMNITY.** Pursuant to NRS 333.339 any contract that is entered into may not:
(1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
12. **GOVERNING LAW.** This PA will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.
13. **ENTIRE AGREEMENT.** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Nevada	Contractor:
By: 	By: 
Name: Gideon Davis, Purchasing Officer 3 for Kevin D. Doty	Name: Anup Sreedharan
Title: Administrator	Title: Sr, Manager, Program Management
Date: 12/29/2022	Date: Dec 28, 2022

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ATTACHMENT A
99SWC-NV23-12770
SVAR CDW-G
STATE OF NEVADA
PRICING

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST	STATE OF NEVADA MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Tier I Publishers (Key Itemized Publishers)			
1	ADOBE	1.00%	2.00%	
2	CA TECHNOLOGIES	0.25%	1.25%	
3	CISCO	1.00%	2.00%	
4	COMMVAULT	1.00%	2.00%	
5	IBM	1.00%	2.00%	
6	RED HAT	1.00%	2.00%	
7	SPLUNK	1.00%	2.00%	
8	TABLEAU	0.25%	1.25%	
9	VEEAM	1.00%	2.00%	
10	VMWARE	1.00%	2.00%	
	Tier II Publishers (Other Itemized Publishers)			
11	AUTODESK	2.20%	3.20%	
12	BARRACUDA NETWORKS	1.50%	2.50%	
13	BMC SOFTWARE	1.50%	3.50%	
14	CHECK POINT SOFTWARE	1.50%	2.50%	
15	CHERWELL	0.25%	1.25%	
16	CITRIX	1.00%	3.00%	
17	CHATSWORTH PRODUCTS (CPI)	0.25%	1.25%	
18	CROWDSTRIKE	1.50%	2.50%	
19	DELL	1.50%	2.50%	
20	DELPHIX	0.25%	1.25%	
21	DOCUSIGN	1.50%	2.50%	
22	DYNATRACE	0.25%	1.25%	
23	FORCEPOINT	1.50%	2.50%	
24	FORTINET	1.50%	2.50%	
25	GOOGLE	1.50%	2.50%	
26	INFORMATICA	0.25%	1.25%	
27	IVANTI	1.50%	2.50%	
28	KNOWBE4	1.50%	2.50%	
29	MCAFEE	1.00%	2.00%	
30	MICRO FOCUS	1.50%	2.50%	
31	MULESOFT	0.25%	1.25%	
32	NETMOTION	1.50%	2.50%	
33	OKTA	1.50%	2.50%	
34	OPENTEXT	0.25%	1.25%	
35	PROGRESS SOFTWARE	0.25%	1.25%	
36	PROOFPOINT	1.50%	2.50%	
37	QUEST SOFTWARE	1.50%	2.50%	
38	RAPID7	0.25%	1.25%	
39	RSA SECURITY	1.50%	2.50%	
40	SALESFORCE	2.20%	3.20%	
41	SAP	0.25%	1.25%	
42	SOLARWINDS	1.50%	2.50%	
43	SOPHOS	1.50%	2.50%	
44	SPILLMAN	1.50%	2.50%	
45	SYMANTEC	1.50%	2.50%	
46	TENABLE	1.50%	2.50%	
47	TREND MICRO	1.50%	2.50%	
48	VARONIS	1.50%	2.50%	
49	VERITAS	1.50%	2.50%	
50	ZOHO	0.25%	1.25%	
	Non-itemized Publishers			
51	All other publishers	2.20%	3.20%	
		HOURLY RATE		
52	Reseller Services			
53	- Asset management	no charge		
54	- Solutions architect	no charge		
55	- Senior solutions architect	no charge		
56	- Program engagement manager	\$210.00		
57	- Project leader	no charge		
58	- Project manager	\$190.00		
59	- Senior project manager	\$205.00		
60	All other in-scope reseller services	no charge		

* For additional information on the services represented herein please refer to Attachment
4_Supplement 1 of 1_Supplemental Information for Pricing.

*To the extent required as Mandatory

Asset Management: As described in Section 2-A Scope of Work 2.3.4, Solutions architect: As described in Section 2-A Scope of Work 2.3.4, provides customer support, explaining and helping determine the best acquisition method for their needs, including multi-program cost analysis comparisons.

Solutions and Senior Solutions architect: As described in Section 2-A Scope of Work 2.3.4, provides analysis and recommendations on software infrastructure and how to maximize software spend through the appropriate licensing program and vendor selection

Project Leader: As described in Section 2-A Scope of Work 2.3.4, leads in providing consultation, acting as a liaison, negotiating costs, and other mandatory basic services.

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
OPTIONAL SERVICES COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

OPTIONAL SERVICES		MAXIMUM MARKUP ON RESELLER'S INVOICED COST	STATE OF NEVADA MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
Optional Discount- and/or Markup-based Services				
1	Publisher Delivered Services	25.00%	26.00%	
2	Third Party Delivered Services	25.00%	26.00%	
		HOURLY RATE		
Optional Fixed Rate-based Services				
6	Associate Consulting Engineer	\$125.00		
7	Consulting Engineer	\$185.00		
8	Senior Consulting Engineer	\$205.00		
9	Technical Lead/ Principal Consulting Engineer	\$225.00		
10	Enterprise Consulting Architect	\$225.00		
11	Business Consulting Architect	\$225.00		
12	Project Administrator	\$145.00		
13	Project Manager	\$190.00		
14	Senior Project Manager	\$205.00		
15	Enterprise Project Manager, PMO Lead	\$210.00		
16	Program Manager	\$210.00		
17	Technical Architect	\$295.00		
18	ServiceNow Engagement Manager	\$213.00		
19	ServiceNow Program Manager	\$221.00		
20	ServiceNow Advisory Services	\$234.00		
21	ServiceNow Principal Consultant	\$276.00		
22	ServiceNow Organizational Change Management Consultant	\$276.00		
23	ServiceNow Integration Expert	\$225.00		
24	ServiceNow Quality Assurance Expert	\$187.00		
25	ServiceNow Solution Architect	\$225.00		
26	ServiceNow Technical Consultant	\$200.00		
27	ServiceNow Trainer	\$225.00		
28	Digital Velocity Head of E&O	\$270.00		
29	Digital Velocity O-CTO - Principal Consultant	\$250.00		
30	Digital Velocity Hybrid Cloud Architect	\$230.00		
31	Digital Velocity Hybrid Cloud Engineer	\$194.00		
32	Digital Velocity DevOps Architect	\$230.00		
33	Digital Velocity DevOps Engineer	\$200.00		
34	Digital Velocity Enterprise Architect	\$230.00		
35	Digital Velocity Senior Software Engineer	\$200.00		
36	Digital Velocity Solutions Architect	\$230.00		
37	Digital Velocity Solutions Engineer	\$200.00		
38	Digital Velocity Technical Program Consultant	\$200.00		
39	Digital Velocity Technical Project Manager	\$175.00		
40	IT Asset Management Project-Based Engagement	Custom SOW		
41	IT Asset Management Maturity Assessment	Custom SOW		
42	IT Asset Management Technology Solutions	Custom SOW		
43	IT Asset Management Ongoing Solutions	Custom SOW		

* For additional information on the services represented herein please refer to Attachment 4_Supplement 1 of 1_Supplemental Information for Pricing.

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR MICROSOFT ONLY

SUBCATEGORY		MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)	STATE OF NEVADA MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
Itemized Microsoft Offerings				
1	EMS E5	0.50%	1.50%	
2	G1	0.50%	1.50%	
3	G2	0.50%	1.50%	
4	G3	0.50%	1.50%	
5	G5	0.50%	1.50%	
6	Govt E4	0.50%	1.50%	
7	Advanced Threat Protection	0.50%	1.50%	
8	Power BI	0.50%	1.50%	
9	Exchange Online	0.50%	1.50%	
10	Kiosk F3 Now	0.50%	1.50%	
11	Dynamics	0.50%	1.50%	
12	PowerApps	0.50%	1.50%	
13	Project Online	0.50%	1.50%	
14	Azure	0.50%	1.50%	
All Other Microsoft Offerings				
15	SaaS	0.50%	1.50%	
16	On-Premise	0.50%	1.50%	
Resold In-scope Professional Services				
17	- Ongoing maintenance & support services not included in software license agreement	10.00%	11.00%	
18	- Deployment services	10.00%	11.00%	
19	- Architectural design services	10.00%	11.00%	
20	- Training deployment services	10.00%	11.00%	
21	All other resold in-scope professional services	10.00%	11.00%	
		HOURLY RATE		
In-scope Reseller Services				
22	- Asset management	no charge		
23	- Solutions architect	no charge		
24	- Senior solutions architect	no charge		
25	- Program engagement manager	\$210.00		
26	- Project leader	no charge		
27	- Project manager	\$190.00		
28	- Senior project manager	\$205.00		
29	All other in-scope reseller services	no charge		

* For additional information on the services represented herein please refer to Attachment
4_Supplement 1 of 1_Supplemental Information for Pricing.

*To the extent required as Mandatory

Asset Management: As described in Section 2-A Scope of Work 2.3.4, Solutions architect: As described in Section 2-A Scope of Work 2.3.4, provides customer support, explaining and helping determine the best acquisition method for their needs, including multi-program cost analysis comparisons.

Solutions and Senior Solutions architect: As described in Section 2-A Scope of Work 2.3.4, provides analysis and recommendations on software infrastructure and how to maximize software spend through the appropriate licensing program and vendor selection

Project Leader: As described in Section 2-A Scope of Work 2.3.4, leads in providing consultation, acting as a liaison, negotiating costs, and other mandatory basic services.

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
OPTIONAL SERVICES COST PROPOSAL FORM FOR MICROSOFT ONLY

OPTIONAL SERVICES		MAXIMUM MARKUP ON RESELLER'S INVOICED COST	STATE OF NEVADA MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
Optional Discount- and/or Markup-based Services				
1	Publisher Delivered Services	25.00%	26.00%	
2	Third Party Delivered Services	25.00%	26.00%	
		HOURLY RATE		
Optional Fixed Rate-based Services				
6	Associate Consulting Engineer	\$125.00		
7	Consulting Engineer	\$185.00		
8	Senior Consulting Engineer	\$205.00		
9	Technical Lead/ Principal Consulting Engineer	\$225.00		
10	Enterprise Consulting Architect	\$225.00		
11	Business Consulting Architect	\$225.00		
12	Project Administrator	\$145.00		
13	Project Manager	\$190.00		
14	Senior Project Manager	\$205.00		
15	Enterprise Project Manager, PMO Lead	\$210.00		
16	Program Manager	\$210.00		
17	Technical Architect	\$295.00		
18	IT Asset Management Project-Based Engagement	Custom SOW		
19	IT Asset Management Maturity Assessment	Custom SOW		
20	IT Asset Management Technology Solutions	Custom SOW		
21	IT Asset Management Ongoing Solutions	Custom SOW		

* For additional information on the services represented herein please refer to Attachment 4_Supplement 1 of 1_Supplemental Information for Pricing.

EXHIBIT B

Quote Number PHJG349

Please see attached page(s).



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JEREMY JAMI,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

Quote Expiration Date: 3/13/2025

Quote valid for 30 days, subject to OEM price changes.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PHJG349	2/11/2025	DELINEA	7017275	\$92,739.43

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELINEA TD UPG ADMIN 15U Mfg. Part#: DSTDP-15US-1B-PS Delinea - Platinum - Base - (15 IT/Admin Users, 15 Servers) - SAAS Premium Support 12 mos Delinea Inc. Electronic distribution - NO MEDIA Contract: SVAR_NV_L_99SWC-NV23-12770 (CTR060021_NV_99SWC-NV23-1)	1	7832267	\$9,100.08	\$9,100.08
DELINEA STD UPG IT ADMIN SAAS T2 Mfg. Part#: DSTDP-1U-T2-PS Delinea - Platinum - IT/Admin Users - SaaS T2 Premium Support 12 mos Delinea Inc. Electronic distribution - NO MEDIA Contract: SVAR_NV_L_99SWC-NV23-12770 (CTR060021_NV_99SWC-NV23-1)	35	7960008	\$608.67	\$21,303.45
Delinea - Standard - Privilege Control for Servers (PCS) T1 Premium Support Mfg. Part#: DSTDP-PCS-1S-T1-PS Delinea - Standard - Privilege Control for Servers (PCS) T1 Premium Support 12 mos Delinea Inc. Electronic distribution - NO MEDIA Contract: SVAR_NV_L_99SWC-NV23-12770 (CTR060021_NV_99SWC-NV23-1)	85	8070539	\$117.03	\$9,947.55

QUOTE DETAILS (CONT.)

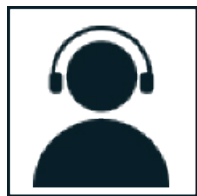
<u>DELINEA STD BUS USERS SAAS+PREM SUP</u>	30	7350915	\$23.30	\$699.00
Mfg. Part#: DEL-1BU-PS Delinea - Business Users - SaaS Premium Support 12 mos Delinea Inc. Electronic distribution - NO MEDIA Contract: SVAR_NV_L_99SWC-NV23-12770 (CTR060021_NV_99SWC-NV23-1)				
<u>DELINEA DR TIER 2 + PREM SUP 25-99U</u>	80	7844510	\$76.85	\$6,148.00
Mfg. Part#: DDR1UT2ONPREMPS Delinea - Resilient Secrets - On Prem Sub T2- ONPREM Premium Support 12 mos Delinea Inc. Electronic distribution - NO MEDIA Contract: SVAR_NV_L_99SWC-NV23-12770 (CTR060021_NV_99SWC-NV23-1)				
<u>DELINEA REM ACCESS SAAS+PREM SUP T1</u>	10	7569928	\$1,720.26	\$17,202.60
Mfg. Part#: DRAS-1UT1-SAAS-PS Delinea - Privileged Remote Access - SaaS T1- SAAS Premium Support 12 mos Delinea Inc. Electronic distribution - NO MEDIA Contract: SVAR_NV_L_99SWC-NV23-12770 (CTR060021_NV_99SWC-NV23-1)				
<u>DELINEA PRO SVCS FIXED MILESTONE</u>	24	8122970	\$345.60	\$8,294.40
Mfg. Part#: ALL-PSVCS-ENABLE-PB Professional Services - Enablement Services - Remote - Hourly Rate. Sold in 8-hour increments. Services are pre-paid, must be used within 1 year from date of purchase, and are non-refundable even if not used Delinea Inc. Electronic distribution - NO MEDIA Contract: SVAR_NV_L_99SWC-NV23-12770 (CTR060021_NV_99SWC-NV23-1)				
<u>DELINEA XCELERATE SS CLD PLAT</u>	1	7367331	\$20,044.35	\$20,044.35
Mfg. Part#: SSPSVCSXSSCPLAT Professional Services - Platform Secret Server III - Remote - Xcelerate Packaged Services. Services are pre-paid, must be used within 6-months from date of purchase, and are non refundable even if not used. Delinea Inc. Electronic distribution - NO MEDIA Contract: SVAR_NV_L_99SWC-NV23-12770 (CTR060021_NV_99SWC-NV23-1)				

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$92,739.43
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$92,739.43

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF NORTH LAS VEGAS ACCOUNTS PAYABL 2250 LAS VEGAS BLVD N STE 710 NORTH LAS VEGAS, NV 89030-5875 Phone: (702) 382-6441 Payment Terms: Request Terms	Shipping Address: CITY OF NORTH LAS VEGAS JEREMY JAMI 2250 LAS VEGAS BLVD N STE 710 NORTH LAS VEGAS, NV 89030-5875 Phone: (702) 382-6441 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Michael Schlossberg | (866) 224-6418 | mikesch@cdwg.com

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Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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