

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

Master Agreement #: 200000035 C

Contractor: **CDW GOVERNMENT LLC**Participating Entity: **STATE OF MONTANA****The following product categories are included in this contract portfolio:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> <b>CATEGORY 1 – AUDIO EQUIPMENT</b>      | <input checked="" type="checkbox"/> <b>CATEGORY 4 – PHOTOGRAPHIC EQUIPMENT</b>  |
| <input type="checkbox"/> <b>CATEGORY 2 – VIDEO EQUIPMENT</b>                 | <input checked="" type="checkbox"/> <b>CATEGORY 5 – SCREENS/DISPLAYS</b>        |
| <input checked="" type="checkbox"/> <b>CATEGORY 3 – PROJECTING EQUIPMENT</b> | <input checked="" type="checkbox"/> <b>CATEGORY 6 – PERIPHERALS/ACCESSORIES</b> |

**MASTER AGREEMENT TERMS AND CONDITIONS:**

1. Scope: This addendum covers the Audio Video Equipment and Supplies contract led by the State of Alaska for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: The NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Montana (State). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jim Heenan
Address:	
Telephone:	203-851-7271
Email:	<a href="mailto:jimheen@cdw.com">jimheen@cdw.com</a>

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

## Participating Entity

Name:	Grace Waring
Address:	125 N. Roberts Street, Helena, MT 59601
Telephone:	406-444-2516
Email:	cooppurchasing@mt.gov

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1. PAYMENT TERM

All payment terms are computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, State is allowed 30 days to pay such invoices. All contractors are required to provide banking information at the time of PA execution in order to facilitate State electronic funds transfer payments.

Withholding of Payment. State may withhold disputed payments to Contractor under the subject statement of work (or where no statement of work exists, the applicable contract), provided it notifies Contractor of its dispute within the time period of payment. Withholding may not be greater than, in the aggregate, fifteen percent (15%) of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, State may withhold payment only for such specific milestone if and until the subject milestone criteria are met. Contractor is not relieved of its performance obligation if such payment(s) is withheld.

4.2. U.S. FUNDS

All prices and payments must be in U.S. dollars.

4.3. REFERENCE TO PA

The Purchase Order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the PA contract.

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

**4.4. STATE OF MONTANA ADMINISTRATIVE FEE**

The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to State of Montana Contracts Officer. This Administrative Fee is effective upon execution of this PA.

**4.5. REQUIRED REPORTING**

Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by State to manage this Contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

First Quarter:	July 1 through September 30;
Second Quarter:	October 1 through December 31;
Third Quarter:	January 1 through March 31; and
Fourth Quarter:	April 1 through June 30.

**4.6. TAXES**

4.6.1. Payment. Contractor shall pay all property and sales taxes, if any.

4.6.2. Exemption. State of Montana is exempt from Federal Excise Taxes (#81-0302402), except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111- 148, 124 Stat. 119].

4.6.3. Certificate. All purchasers under this PA shall provide Contractor with a tax exemption certificate for all purchases.

**4.7. DELIVERY**

In addition to the Master Agreement Shipping and Delivery Section, Contractor shall:

- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate; and
- Furnish a delivery schedule and designate the mode of delivery carrier.

**4.9. INSURANCE**

Contractor shall provide the Participating Entity the same insurance as it has provided the State of Alaska in the Master Agreement and include the Participating Entity as an additional

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

---

insured on these policies as it has the State of Alaska. Electronic delivery of certificates of insurance and any endorsements shall be sent to the Primary Contact for the Participating Entity.

Contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this PA. State agrees to provide timely written notice of any failure to comply with this warranty so that Contractor can take corrective action.

**4.10. RECORD ACCESS AND RETENTION**

4.10.1. Access to Records. Contractor shall provide State, the Montana legislative auditor, or its authorized agents access to any records necessary to audit for agreement compliance. State may terminate this Agreement, without incurring liability, for Contractor's refusal to allow access as required by this Section. (18-1-118, MCA.)

4.10.2. Retention Period. Contractor shall retain all records related to this agreement for 8 years following the termination or expiration of this agreement.

**4.11. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

Contractor shall not assign, transfer or subcontract any portion of this PA without the express written consent of State, which shall not unreasonably withhold consent. (Section 18-4-141, MCA.)

**4.12. COMPLIANCE WITH LAWS**

4.12.1. Compliance. In performing its duties in this Agreement, Contractor shall conduct their efforts under this Agreement with all applicable federal, state, and local laws, rules, ordinances, and executive orders.

4.12.2. Patient Protection and Affordable Care Act. Contractor is the employer of its employees for the purpose of providing healthcare benefits to its employees and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

4.12.3. Hiring Practices. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees:

- (a) the hiring of persons to fulfill Contractor's duties in this Agreement will be made based on merit and qualifications; and
- (b) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

4.12.4. Subcontracting. Any subcontracting by Contractor obligates subcontractors to the requirements of this Section.

4.13. CHOICE OF LAW AND VENUE

4.13.1. Choice of Law. Montana law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

4.13.2. Venue. Any litigation concerning this Agreement will be brought only in the Montana First Judicial District, Lewis and Clark County.

4.13.3. Costs and Attorney Fees. Each party shall pay its own costs and attorney fees, except as otherwise stated in this Agreement.

4.14. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of the PA is illegal, and void shall not affect the legality and enforceability of any other provision of the PA, unless the provisions are mutually dependent.

5. Lease Agreements: Reserved

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Montana, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by State for a product and/or service available from this Master Agreement 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.

8. NON-EXCLUSIVE CONTRACT


NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**Led by the State of Alaska

---

The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is for the convenience of state agencies and is considered by State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. State does not guarantee any usage.

**9. DEFENSE, INDEMNIFICATION / HOLD HARMLESS**

 Contractor specifically acknowledges and agrees that the Indemnification Section in the Master Agreement applies to State and is incorporated herein.

**10. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

**11. DISABILITY ACCOMMODATIONS**

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**12. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**13. REGISTRATION WITH THE SECRETARY OF STATE**

**AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-14-1505, 35-8-1001, and 35-12-1309, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. (35-8-1001, 35-12-1302, and 35-14-1502, MCA.) To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sosmt.gov>.

**14. CONTRACT OVERSIGHT**

14.1 CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or may issue a stop work order.

14.2 Right to Assurance. If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this Contract, State may demand in writing that Contractor give a written assurance of intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days may, at State's option, be the basis for terminating this Contract and pursuing the rights and remedies available under this Contract or law.

14.3 Stop Work Order. State may, at any time, by written order to Contractor require Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by State after the order is delivered to Contractor. The order must be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this Contract shall be amended in writing accordingly.

**15. CONTRACT TERMINATION**

**AUDIO VIDEO EQUIPMENT AND SUPPLIES**Led by the State of Alaska

---

- 15.1 State's Termination for Cause with Notice to Cure Requirement. State may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- 15.2 Contractor's Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- 15.3 Reduction of Funding. State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this Section, including but not limited to general, special, or consequential damages such as lost profits or revenues.
- 15.4 Noncompliance with Department of Administration Requirements. The Department of Administration, under the provisions of 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, State will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this Contract must be mutually agreed to by the parties.

NASPO ValuePoint

## **PARTICIPATING ADDENDUM**



### **AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

---

16.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any material requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other material terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching Section 18.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

16.2 Event of Breach by State. State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

16.3 Actions in Event of Breach. Upon Contractor's material breach, State may:

- Terminate this Contract under Section 15.1, State's Termination for Cause with Notice to Cure and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under Section 15.2, Contractor's Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

### **17. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

### **18. MEETINGS**

18.1 Technical or Contractual Problems. Contractor shall meet with State's personnel,

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

---

or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

- 18.2            **Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- 18.3            **State's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

**19. TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates.

**20. WAIVER**

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

---

 responsibility.
**Federal Terms and Conditions****(Non-Construction)**

If applicable to the goods and/or services to be provided under this Contract, Contractor shall agree to the following Federal Terms and Conditions:

**Nondiscrimination**

Contractor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this contract, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor agrees to comply with the following national policies prohibiting discrimination:

20.2 On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.

20.3 On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.

20.4 On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

20.5 On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

20.6 On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

**Lobbying**

Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: 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

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

---

 cooperative agreement.

The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

**Drug-Free Work Place**

Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

**Environmental Protection**

a. Contractor agrees that its performance under this Agreement shall comply with:

- 1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- 2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- 3) The Resources Conservation and Recovery Act (RCRA);
- 4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- 5) The National Environmental Policy Act (NEPA);
- 6) The Solid Waste Disposal Act (SWDA);
- 7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- 8) To identify any impact this contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to State any impact this Agreement may have on:

- 1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.)

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

---

and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

- 2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- 3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- 4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- 5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- 6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

**Use of United States Flag Vessels.**

Contactor agrees that travel under this contract shall use U.S.-flag air carriers ( air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

The Contactor/Vendor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

**Debarment and Suspension.**

Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. 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 or activities.

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

---

Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the Contractors contract files and shall be subject to audit by Federal and State audit agencies.

**Buy American Act.**

Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America, and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act. Agency shall notify the authorized Contractor dealer on any order that requires compliance with The Buy American Act.

**Uniform Relocation Assistance and real Property Acquisition Policies.**

Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**Copeland "Anti-Kickback" Act.**

Contractor agrees that it will comply with the Copeland "Anti Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**Contract Work Hours and Safety Standards Act.**

Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

**Rights to Inventions Made Under a Contract or Agreement.**

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

Any discovery or invention that arises during the course of the contract shall be reported to the non-Federal entity. Contractor/Vendor 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.

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.**

Any Contract or subcontract in excess of \$150,000 must 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 State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).**

Contractors that 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.

**System For Award Management and Unique Entity Identification Number Requirements.**

Contractor agrees to comply with the System for Award Management (Sam.gov) maintained by the General Services Administration. Contractor shall provide a Unique Entity ID assigned to it.

**Procurement of recovered materials.**

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.

**2 C.F.R. 200.326, Appendix II, Required Contract Clauses**

NASPO ValuePoint

**PARTICIPATING ADDENDUM**



**AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

---

2 C.F.R. 200.326, Appendix II, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this agreement as applicable. Contractor shall comply with all applicable contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this Agreement with State.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

The Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, section 889.

(Rest of page intentionally left blank.)

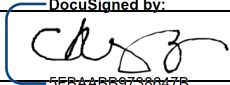
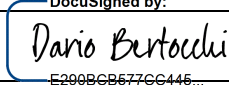
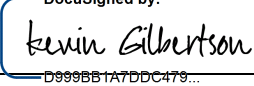

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

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

Participating Entity: State of Montana State Procurement Bureau	Contractor: CDW Government LLC
Signature:  <small>DocuSigned by: 5FBAAB9738047B...</small>	Signature:  <small>DocuSigned by: E200BCB677CC445...</small>
Name: Cheryl Grey	Name: Dario Bertocchi
Title: SFSD Administrator	Title: VP Contracting Operations
Date: 7/12/2023	Date: 7/12/2023
State of Montana CIO	
Signature:  <small>DocuSigned by: D999BB1A7DDC479...</small>	
Name: Kevin Gilbertson	
Title: Chief Information Officer	
Date: 7/12/2023	
Approved as to Legal Content	
Signature:  <small>DocuSigned by: 3C947270DF0E49A...</small>	
Date: 7/12/2023	

For questions on executing a participating addendum, please contact: NASPO ValuePoint

Cooperative Contracting Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

NASPO ValuePoint

## **PARTICIPATING ADDENDUM**



### **AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

---

#### **Value-add Services:**

Subject to availability of service offerings and personnel, CDW•G's value add services will entail:

**CDW Blueprint to Design™.** Give us your blueprint and we will design your modern collaborative space at no charge. With the CDW Blueprint to Design offering™, getting a customized rendering for your space has never been easier!

- Two-hour consultation with an Education Strategist, trained in space design and pedagogy, to understand the goals and vision behind your project.
- You send us a blueprint (or floorplan) and photos of the space.
- CDW•G works with a dedicated school design engineer to complete 2D color renderings and options.
- CDW•G delivers a completed design package pack to you, perfect for presenting to leadership/stakeholders, or for including in your strategic plan.

**eSports Design.** From ergonomic seating to monitors and audio-visual equipment that deliver immersive experiences, the right equipment is key to a winning eSports program whether K-12, District or Higher Education.

- Discussion with the CDW•G Team about specific needs and goals.
- Provide photos and blueprints of your space.
- CDW•G works with a dedicated eSports design engineer to review designs and provide feedback.
- CDW•G delivers a final design with updated renderings and a breakdown of material costs.

**Business Needs Assessment.** CDW•G assessment specialists, solution architects and engineers perform more than 1,000 assessments each year and can customize your solution focus on your audio-visual needs.

- Minimal preparation on your end helps eliminate disruption to IT operations.
- Designed by experienced AV engineers with a deep understanding of complex, multi-purpose environments.
- Our hundreds of technology partnerships and unbiased guidance helps ensure you can choose the right solutions for your budget and goals.

NASPO ValuePoint

**PARTICIPATING ADDENDUM****AUDIO VIDEO EQUIPMENT AND SUPPLIES**

Led by the State of Alaska

**AV Design.** CDW•G AV Specialists work with customers to assess the current environment against needs and goals; create a complete audiovisual solution, and return a document with recommended products, layouts and installation considerations and concerns.

**Unified Communication Pre-Sales Support.** Creating new capabilities, CDW•G works with manufacturers to keep focus on the biggest picture of unified communication. Pre-sales consultations help ensure that all elements of the audio-visual solution work together to enhance the overall user experience.

**Endpoint Threat Assessment.** Connected environments, including audio visual equipment, continue to evolve and with that comes evolving security risks. Security breaches from the outside and potential bad actors inside an organization can leverage vulnerabilities to access critical and sensitive data through the most innocent of connections. Skilled CDW•G engineers perform assessments of internal and internet connected devices to test the security of your network. A final report helps customers shore up potential weaknesses and increase cybersecurity across the environment.

**Education Technology Strategists.** CDW•G Education Technology Strategists are former educators, principals, chief technology officers and instructional technologists that help identify and solve the unique needs of education delivery with specialized subject matter expertise. Engaging pre-sales, they help ensure clearly defined goals that drive solution design. CDW Government LLC is offering these value-add services for the discount off normal rate as listed below:

<b>Value-Add Service Options</b>	<b>% Discount</b>
CDW Blueprint to Design™	100% (no cost)
eSports Design	100% (no cost)
Business Needs Assessment (ISAs)	100% (no cost)
AV Design	100% (no cost)
Unified Communication Pre-Sales Support	100% (no cost)
Endpoint Threat Assessment	100% (no cost)
Education Technology Strategists	100% (no cost)