

CITY OF OLATHE

AGREEMENT RENEWAL

This Agreement Renewal ("Renewal") made this 23rd day of January, 2024, by and between the City of Olathe ("City") and CDW Government ("Vendor") (collectively, the "Parties").

WHEREAS, the City and Consultant have previously entered into an Agreement, dated 1/27/2020 ("the Agreement"), for Adobe licenses; and

WHEREAS, the Agreement was for four years;

WHEREAS, Section 1 of the Agreement provides that the Agreement may be renewed for additional periods upon the written agreement of both parties; and

WHEREAS, the Parties have not previously renewed the Agreement;

WHEREAS, the Agreement will currently expire on February 16, 2024; and

WHEREAS, the Parties are desirous of renewing the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

The Agreement, as modified, is hereby renewed for an additional term of one (1) year, commencing at the expiration of the current term on February 16, 2024. The City agrees to pay an amount not to exceed \$67,063.63 for the contract period.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by any prior written renewals approved by the Parties and by this Renewal, including all policies of insurance which will cover the work authorized by this Renewal.

IN WITNESS WHEREOF, the Parties have caused this Renewal to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
(Mayor)

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

CDW Government

By: _____
(INSERT VENDOR PRINCIPAL & TITLE)
200 N. Milwaukee Avenue
Vernon Hills, IL 60061

EXHIBIT A
Contract Specifications



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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

GREGORY SAGO,

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.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NRSN111	1/5/2024	NRSN111	1965118	\$67,063.63

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Adobe Acrobat Pro for enterprise - Subscription Renewal - 1 user Mfg. Part#: 65324170BC08A12 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	245	7544539	\$112.03	\$27,447.35
Adobe Captivate for Enterprise - Subscription Renewal - 1 user Mfg. Part#: 65297383BC08B12 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	6285730	\$397.39	\$397.39
ADO CC F ENT ALL APPS 1U LGA L8 RNW Mfg. Part#: 65291079BC08D12 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	41	7627462	\$847.46	\$34,745.86
ADO ILLUSTRATOR F ENT LGA L8 RNW Mfg. Part#: 65291029BC08D12 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	4	7632126	\$391.65	\$1,566.60
Adobe InCopy for Enterprise - Subscription Renewal (1 month) - 1 user Mfg. Part#: 65322891BC08A12 Electronic distribution - NO MEDIA Contract: MARKET	4	7165754	\$41.22	\$164.88
ADO INDESIGN F ENT RNW LRG GOV L8 Mfg. Part#: 65291027BC08D12 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	6	7632125	\$391.65	\$2,349.90

QUOTE DETAILS (CONT.)[ADO PHOTOSHOP F ENT 1U LGA L8 RNW](#)

1

7627463

\$391.65

\$391.65

Mfg. Part#: 65291041BC08D12

Electronic distribution - NO MEDIA

Contract: National IPA Technology Solutions (2018011)

SUBTOTAL \$67,063.63**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$67,063.63****PURCHASER BILLING INFO****Billing Address:**

CITY OF OLATHE

ACCOUNTING DIVI

PO BOX 768

OLATHE, KS 66051-0768

Phone: (913) 782-2600**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**

CITY OF OLATHE

GREG SAGO

135 S KANSAS AVE

OLATHE, KS 66061-4434

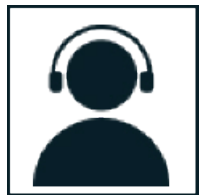
Shipping Method: ELECTRONIC DISTRIBUTION**Please remit payments to:**

CDW Government

75 Remittance Drive

Suite 1515

Chicago, IL 60675-1515

**Sales Contact Info****Stefan Parafink** | (866) 537-4661 | stefpar@cdwg.com**Need Help?**

My Account



Support



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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EXHIBIT B
Insurance Requirements

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

A. Insurance. Consultant agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Automobile Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Any Auto; OR All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000

Notwithstanding the foregoing, if Consultant does not own any automobiles, then Consultant must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Consultant against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability: Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000

5. Cyber Insurance: If Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement. Coverage must

include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000

B. Exposure Limits. The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

C. Costs. The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.

D. Verification of Coverage

1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Subconsultant's Insurance: If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.