

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**AGREEMENT NO. 16-319-R**

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between CDW Government, LLC, of 230 North Milwaukee Avenue, Vernon Hills, Illinois 60061 ("Contractor"), an Illinois Limited Liability Company authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Attachment A (Fairfax County Contract #4400006325), incorporated herein by reference, and Exhibit B (Sample Statement of Work).

This Agreement rides a competitive procurement process conducted by Fairfax County. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with Fairfax County.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than December 3, 2020 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if Fairfax County renews its agreement identified in Attachment A, the County may elect to renew this Agreement at the unit prices set forth in Attachment A for not more than five additional 12 month periods from December 4, 2020 to December 3, 2025 ("Subsequent Contract Term") However, if Fairfax County does NOT renew their agreement identified in Attachment A, this Agreement shall automatically expire on the date of Fairfax County's contract expiration date.

**3. CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Attachment A for Work provided by the Contractor and as described and required in the Contract Documents.

**4. SCOPE OF WORK**

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide IT hardware and software.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work. If the County desires to purchase any services off of the Contract, the County and the Contractor must first amend this Contract to include services. .

**5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

**6. PAYMENT TERMS**

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

**7. PAYMENT OF SUBCONTRACTORS-INTENTIONALLY OMITTED**

**8. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

**9. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a

Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

**10. DELIVERY**

All goods are purchased F.O.B. Destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

**11. WARRANTY**

Unless otherwise stated, the manufacturer's standard warranty applies.

**12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until delivery by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

**13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

**14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

**15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**16. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

**A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure

Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

#### **B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

#### **17. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges or liability, , however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold

harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorney's fees incurred and any settlements or payments made..

**18. LIMITATION OF LIABILITY**

EXCEPT IN THE CASE OF INTELLECTUAL PROPERTY INDEMNIFICATION, PERSONAL INJURY OR DEATH, CONTRACTOR, ITS AFFILIATES AND ITS OR THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS WILL NOT BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SPECIFIC SERVICE OR PRODUCT DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM .

**19. CONFIDENTIAL INFORMATION**

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

**20. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**21. COUNTY EMPLOYEES**

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

**22. FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

**23. AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

**24. RELATION TO THE COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

**25. ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

**26. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

**27. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

**28. AMENDMENTS**

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

**30. DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

**31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**32. ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

**33. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

**34. NO WAIVER**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

**35. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.



**36. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**37. SURVIVAL OF TERMS**

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: WARRANTY; INDEMNIFICATION; CONFIDENTIAL INFORMATION; RELATION TO COUNTY; AND AUDIT.

**38. HEADINGS**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

**39. AMBIGUITIES**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**40. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**  
CDW Government LLC  
Attn: General Counsel  
  
230 North Milwaukee Avenue  
Vernon Hills, Illinois 60061  
AND  
CDW Government, LLC  
Attn: Program Sales  
2 Corporate Dr, Ste 800  
Shelton, CT 06484

**TO THE COUNTY:**  
Mark Levine, Project Officer  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 610  
Arlington, Virginia 22201

**AND**

Michael E. Bevis, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**41. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**42. INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be included as an additional insureds on all policies except Workers Compensation and Auto; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation -. Should any of the insurance policies be cancelled before the expiration date thereof, notice will be delivered to the County within 30-45 days of the change. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Crime or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its

option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CDW GOVERNMENT, LLC

AUTHORIZED  
SIGNATURE: 

AUTHORIZED  
SIGNATURE: 

NAME AND TITLE: MICHAEL E. BEVIS  
PURCHASING AGENT

NAME AND TITLE: Dario J. Bertocchi  
Director, Program Sales

DATE: 4/27/17

DATE: 4/13/2017



# County of Fairfax, Virginia

## NOTICE OF AWARD

Date: **DEC 4 - 2015**

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

RFx NUMBER: RFP2000001273

CONTRACT NUMBERS: See Below

CONTRACT TYPE: Requirement (RQ)

NIGP CODES: 20453, 20454, 20491, 20625, 20687, 20811, 83885, 91828, 92045, 92047

CONTRACT PERIOD: Five Years from Date of Award

RENEWALS: Five (5) One-Year Options

SUPERSEDES CONTRACTS: 4400000339

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<u>CONTRACTOR:</u> Carahsoft Technology Corporation 1860 Michael Faraday Drive Suite 100 Reston, VA 20190	<u>SUPPLIER CODE:</u> 100000164	<u>CONTRACT NO:</u> <b>4400006323</b>
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Contact: Jack Dixon, Contract Specialist  
 Telephone: 703-230-7545 or 888-66-CARAH  
 Fax: 703-871-8505  
 Email: [jack.dixon@carahsoft.com](mailto:jack.dixon@carahsoft.com)

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<u>CONTRACTOR:</u> CAS Severn, Inc. 6201 Chevy Chase Drive Laurel, MD 20707	<u>SUPPLIER CODE:</u> 1000008374	<u>CONTRACT NO:</u> <b>4400006324</b>
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Contact: Mark Belluz or Jeff Miller  
 Telephone: 914-263-5865 or 43-994-4808  
 Email: [mbelluz@cassevern.com](mailto:mbelluz@cassevern.com) or [jmiller@cassevern.com](mailto:jmiller@cassevern.com)

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**Department of Purchasing & Supply Management**  
 12000 Government Center Parkway, Suite 427  
 Fairfax, VA 22035-0013  
 Website: [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)  
 Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

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CONTRACTOR:  
CDW Government LLC  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

SUPPLIER CODE:  
1000011648

CONTRACT NO:  
**4400006325**

Contact: Kim Sherwood or Jamie Jusino  
Telephone: 866-784-1653 or 866-643-9336  
Fax: 847-990-8055 or 847-990-8045  
Email: [kimberly.sherwood@cdwg.com](mailto:kimberly.sherwood@cdwg.com) or [jaimie@cdwg.com](mailto:jaimie@cdwg.com)

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TERMS: Net 30 Days (ALL)

FOB: Destination

PRICES: See Attached Pricing Schedule

DPSM CONTACT: Lonnette Robinson, Contract Specialist Supervisor  
Telephone: (703) 324-3281  
Fax: (703) 324-3228  
E-mail: [lonnette.robinson@fairaxcounty.gov](mailto:lonnette.robinson@fairaxcounty.gov)

ORDERING INSTRUCTIONS:

The Departments of Fairfax County may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPSM and a purchase order will be executed.



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Lonnette Robinson, CPPB  
Contract Specialist Supervisor

DISTRIBUTION:

Finance – Accounts Payable/e  
DIT – Tonya Mills/e  
DIT – Ron Shoram/e  
FCPS/IT – Jean Welsh/e  
DPSM, Supplier Diversity/e

Contract Specialist – Lonnette Robinson  
ACS, Team 1 – J. Waysome-Tomlin

**CDW-G LLC**

<b>CDW-G Pricing Summary</b>	
<b>Product Type</b>	<b>Discount Schedule</b>
Accessories	5.50%
Power, Cooling & Racks	5.25%
Desktop Computers	3.25%
<b>HP &amp; Lenovo – Enhanced Discount- Desktops</b>	<b>5.50%</b>
Data Storage/Drives	5.25%
Enterprise Storage	6.00%
<b>NetApp EMC &amp; Nutanix - Enhanced Discount- Enterprise</b>	<b>9.00%</b>
Digital Imaging-Camera/Scanner	5.25%
Servers & Server Management	4.50%
<b>Cisco, HP, Lenovo, IBM &amp; Nutanix - Enhanced Discount- Servers</b>	<b>7.00%</b>
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	4.50%
<b>HP, Lenovo, Microsoft &amp; Panasonic - Enhanced Discount- Notebooks</b>	<b>6.50%</b>
NetComm Products	7.00%
<b>Cisco &amp; HP - Enhanced Discount- NetComm</b>	<b>10.00%</b>
Medical Carts/Office Equipment	7.50%
Printers	3.25%
<b>HP/Xerox - Enhanced Discount- Printers</b>	<b>5.25%</b>
Printer Supplies	5.00%
Services (3rd Party / OEM Delivered)	5.00%
Training (3rd Party / OEM Delivered)	5.00%
Software	5.50%
<b>Citrix, VMWare, Symantec &amp; Microsoft - Enhanced Discount-</b>	<b>8.50%</b>
Telephony	6.00%
Memory/System Components	15.00%
Video/Monitors/Cards/Projector	5.50%
Cables	17.00%



**Listing Of Local Public Bodies**

REFERENCE PARAGRAPH 29 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

X	Alexandria Public Schools, VA	X	Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
X	Alexandria, Virginia	X	Maryland Transit Administration
X	Arlington County, Virginia	X	Metropolitan Washington Airports Authority
X	Arlington Public Schools, Virginia	X	Metropolitan Washington Council of Governments
X	Bladensburg, Maryland	X	Montgomery College
X	Bowie, Maryland	X	Montgomery County, Maryland
X	Charles County Public Schools, MD	X	Montgomery County Public Schools
X	College Park, Maryland	X	Northern Virginia Community College
X	Culpeper County, Virginia	X	Omni Ride
X	District of Columbia	X	Potomac & Rappahannock Trans. Commission
X	District of Columbia Courts	X	Prince George's County, Maryland
X	District of Columbia Public Schools	X	Prince George's County Public Schools
X	DC Water and Sewer Authority	X	Prince William County, Virginia
X	Fairfax County Water Authority	X	Prince William County Public Schools, VA
X	Fairfax, Virginia (City)	X	Prince William County Service Authority
X	Falls Church, Virginia	X	Rockville, Maryland
X	Fauquier County Government and Schools, Virginia	X	Spotsylvania County Schools, Virginia
X	Frederick, Maryland	X	Stafford County, Virginia
X	Frederick County Maryland	X	Takoma Park, Maryland
X	Gaithersburg, Maryland	X	Upper Occoquan Sewage Authority
X	Greenbelt, Maryland	X	Vienna, Virginia
X	Herndon, Virginia	X	Virginia Railway Express
X	Leesburg, Virginia	X	Washington Metropolitan Area Transit Authority
X	Loudoun County, Virginia	X	Washington Suburban Sanitary Commission
X	Loudoun County Public Schools	X	Winchester, Virginia
X	Loudoun County Sanitation Authority	X	Winchester Public Schools
X	Manassas, Virginia		
X	Manassas City Public Schools, Virginia		

Complete and return this form with your proposal.

CDW Government LLC

Vendor Name



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

**DEC 4 - 2015**

CDW Government LLC  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

Attention: Kimberly Sherwood, CDW-G Proposal Writer II

Reference: IT Hardware, Software, and Related Services

Dear Ms. Sherwood:

## **Acceptance Agreement**

**Contract Number: 4400006325**

This acceptance agreement signifies a contract award for IT Hardware, Software, and Related Services. The period of the contract shall be from Date of Award through Five Years from Date of Award, with five one-year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnelle Robinson, at 703-324-3281 or via e-mail at [Lonnelle.Robinson@fairfaxcounty.gov](mailto:Lonnelle.Robinson@fairfaxcounty.gov).

Sincerely,

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

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**Department of Purchasing & Supply Management**

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

## MEMORANDUM OF NEGOTIATIONS RFP2000001273

The County of Fairfax (hereinafter called the County) and CDW-G (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001273 and all Addenda;
- b. The Contractor's Technical Proposal dated October 7, 2014;
- c. The Contractor's Best and Final Cost Proposal dated August 3, 2015;
- d. This Memorandum of Negotiation;
- e. County purchase order;
- f. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

1. The Contractor agrees that the leasing options offered in our proposal will not be used and that we will direct any Fairfax County agency or Fairfax County Public Schools to use the Tax Exempt Master Lease Agreement, (Contract number: 4400005795), if interested in leasing IT hardware via any contract awarded based on this RFP.
2. Fairfax County agrees to the Contractor's proposed revisions to page 48 of the RFP described in Revised Legal Clarifications sent to Fairfax County on July 1, 2015; such revisions shall be included in the resulting contract as follows:

"Failing to adhere to the applicable written policies and regulations of Fairfax County Public Schools as provided to vendor prior to coming on site."

3. The firm fixed priced desktops, laptops, and server models from the Contractor include a manufacturer's five-year warranty. Any other model requested by the County will also have a 5 year warranty quoted as part of the solution.

The Contractor has the ability to order a warranty and tie it back to a specific machine using its serial number and manufacturer part number, typically within 30 days of original invoice.

4. The Contractor will provide enhanced cost saving price schedule, as follows:

The Contractor has reallocated the 1% contract participation fee, and included it as an upfront discount of 1%, reflected in the discount schedule shown in the pricing document. This change will enable the County to achieve a minimum of 1% additional savings from the May 1, 2015 prior submission.

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Department of Purchasing & Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)  
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

5. The Contractor offers asset disposition through a third party asset disposition service provider. To the extent the Contractor offers asset disposition, it acts as a rebiller only, with no liability to the County for the asset disposition services, and the purchaser must sign an agreement directly with the asset disposition services provider.
6. The Contractor agrees that the warranty period will not start until inspection and acceptance has occurred by the County.
7. The Contractor confirms that payment will not take place until the items have been received by the County with the appropriate time for inspection and acceptance and an appropriate invoice has been received.
8. Return Restrictions are as follows:
  - Defective Product Returns: The Contractor agrees to offer the County a 45 day return policy for defective products only;
  - Restricted, Repair-Only Returns: This Restriction no longer applies and can be removed from consideration, as the Contractor no longer offers direct repair services for product sold.
  - Restricted, Manufacturer-Only Assistance:  
The following manufacturer products shall be governed by our Restricted, Manufacturer-Only Assistance return policy:
    - Cisco (Direct purchases only, does not apply to CDW stock Cisco Items)
    - HP (Built/Configured-to-Order systems only)
    - Apple (Built/Configured-to-Order systems only)
    - F5
    - EMC
    - NetApp
    - Meraki
    - Citrix
    - Any custom laser-etched items

In addition to the above, any one-off purchases on this contract for products of vendors or manufacturers that are not carried within the Contractor's product line shall be governed by our Restrictive, Manufacturer-only Assistance return policy. When quoting, the Contractor will disclose when a product is not carried within the Contractor's product line.
9. **Credits** – The Contractor agrees that any credits for returns will be issued to offset the original invoice of the item that was returned.
10. **RMA**s – The Contractor agrees to 10 days for RMA's. The Contractor agrees to allow the County to ship returned products using materials other than the original containers, as long as the hardware is packed so that further damage does not occur during shipment.
11. To the extent a SOW conflicts with the awarded contract, the terms in the awarded contract will control. The SOW submitted with the Contractor's response is a template only and may be negotiated before each service engagement.

12. The Contractor agrees that any additional freight charges will be quoted/pre-approved prior to a Purchase Order being issued to the Contractor.
13. For specific projects any quoted pricing listed in the Statement of Work will be in accordance with any discounts and/or labor rates identified in the Contractor's proposal.
14. The Contractor confirms acceptance that any future price increases will be in accordance with the RFP.
15. The Contractor confirms that the rates indicated starting on page 12 of our cost proposal is not to exceed rates.
16. If the County elects to use the Lenovo or HP self-maintenance plans, the parties will negotiate the terms and conditions of those agreements at that time.
17. HP's Self-Maintainer Program has \$0 annual purchase volume threshold requirements for state and local and education accounts.

Reference Page 203 – Customer Responsibilities.

18. There are no hidden rates with Care Packs. The contract team will be upfront with costs. Time and material charges typically only apply to out of warranty or no warranty products.
19. The HP support organization does not and will not access Fairfax County Government's systems without prior approval from the customer.
20. "Timely" is defined by the Terms and Conditions of the Care Pack that has been purchased. Below is an example of the Care Pack options and the turn-around response times by an HP technician.

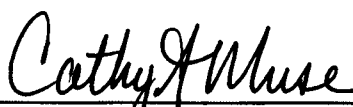
Reference Page 204 – Coverage.

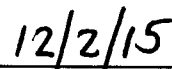
21. HP will always advise a customer of additional charges in advance and will obtain approval and authorization prior to conducting service.
22. HP will not make changes to the Care Pack terms and conditions contained within the contract, without the County's knowledge and approval.

ACCEPTED BY:

  
\_\_\_\_\_  
Dario Berocchi, Sr. Manager Program Sales  
CDW Government LLC

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cathy A. Muse, CPPO, Director  
Department of Purchasing and Supply Management

  
\_\_\_\_\_  
Date