

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

**NOTICE OF CONTRACT AWARD**

<b>TO:</b> Carahsoft Technology Corp.	DATE ISSUED:	March 2, 2020
1860 Michael Faraday Drive, Ste 100	CONTRACT NO:	20-206-R
Reston, VA 20190	CONTRACT TITLE:	IT hardware, Software & Related Services

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 20-206-R including any attachments or amendments thereto.

**EFFECTIVE DATE:** March 2, 2020

**EXPIRES:** December 4, 2020

**RENEWALS:** THIS IS THE 1 YEAR AWARD NOTICE OF A POSSIBLE 6 YEAR CONTRACT.

**COMMODITY CODE(S):** 92046

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 20-206-R

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** KAI HOLLENHORST

**VENDOR TEL. NO.:**

**(703)230-7536**

**EMAIL ADDRESS:** [Kai.Hollenhorst@carahsoft.com](mailto:Kai.Hollenhorst@carahsoft.com)

**COUNTY CONTACT:** Ishai Trani, DTS, Technology Services

**COUNTY TEL. NO.:**

**(703) 228-3408**

**COUNTY CONTACT EMAIL:** [ltrani@ARLINGTONVA.US](mailto:ltrani@ARLINGTONVA.US)

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**PURCHASING DIVISION AUTHORIZATION**

**Tomoka Price Title Procurement Office Date March 2, 2020**

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

**RIDER AGREEMENT NO. 20-206-R**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Carahsoft Technology Corp. ("Contractor"), a Maryland stock corporation with a place of business at 11493 Sunset Hills Road, Suite 100, Reston, VA 20190, 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 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, Exhibit A County of Fairfax, VA Acceptance Agreement Contract #4400006323 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by County of Fairfax, VA and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with County of Fairfax, VA. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement 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 and services for the County ("Work") shall commence upon the execution of the Agreement by the County and shall be completed no later than December 4, 2020 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if County of Fairfax, VA renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than five (5) additional twelve (12) month periods from December 5, 2020 through December 4, 2025 ("Subsequent Contract Term"). However, if County of Fairfax, VA does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the contract expiration date.

**3. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require

corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

#### **4. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish IT Hardware, Software and Related Services.

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.

#### **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 which seeks to obtain the Work pursuant to this Contract. 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. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate 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 expense.

#### **7. 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.

#### **8. 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 thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**9. 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 by 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:**

Kai Hollenhist, Contracts Team  
Carahsoft Technology Corp.  
1860 Michael Faraday Drive  
Suite 100  
Reston, VA 20190  
[Kai.Hollenhorst@carahsoft.com](mailto:Kai.Hollenhorst@carahsoft.com)

**TO THE COUNTY:**

Ishai Trani, Project Officer  
2100 Clarendon Boulevard, Suite 600  
Arlington, Virginia 22201

**AND**

Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**10. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**11. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CARASOFT TECHNOLOGY CORP.

AUTHORIZED  
SIGNATURE: Tomeka Price

AUTHORIZED  
SIGNATURE: Kristina Smith

NAME: TOMEKA PRICE  
TITLE: PROCUREMENT OFFICER

NAME AND  
TITLE: Kristina Smith  
Contracts Director

DATE: March 2, 2020

DATE: 2/28/20



# 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**

Carahsoft Technology Corp.  
12369 Sunrise Valley Drive, Suite D2  
Reston, VA 20191

Attention: Jack Dixon, Contracts Specialist

Reference: IT Hardware, Software, and Related Services

Dear Mr. Dixon:

## Acceptance Agreement

**Contract Number: 4400006323**

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, Lonnette Robinson, at 703-324-3281 or via e-mail at [Lonnette.Robinson@fairfaxcounty.gov](mailto:Lonnette.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 Carahsoft Technology Corporation (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 6, 2014;
- c. The Contractor's Best and Final Cost Proposal dated April 24, 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. Add the following language:

Software and/or maintenance may be purchased from the contract awarded from the Contractor's response to the RFP with the following conditions:

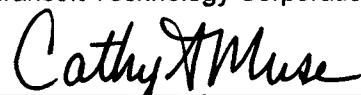
- i. Prior to the issuance of a Purchase Order to the Contractor by the County, the Contractor will provide all software and/or maintenance agreements to the County for review and further negotiation of the terms and conditions contained therein.
- ii. After successful negotiation of the terms and conditions the County will issue a Purchase Order to the Contractor referencing the negotiated terms and conditions and these terms and conditions shall remain the governing terms for the term of the software and/or maintenance agreement only.
- iii. Agreement of the software and/or maintenance terms and conditions do not supersede the terms and conditions of the awarded contract.

2. The Contractor accepts Fairfax County's General Conditions and Instructions to Bidders as included in the RFP with no changes.

ACCEPTED BY:

  
\_\_\_\_\_  
Jack Dixon, Contracts Specialist  
Carahsoft Technology Corporation

September 24, 2015  
\_\_\_\_\_  
Date

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

12/2/15  
\_\_\_\_\_  
Date



# County of Fairfax, Virginia

## AMENDMENT

FEB 2 - 2017

### AMENDMENT NO. 1

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

CONTRACTOR

Carahsoft Technology Corporation  
1860 Michael Faraday Drive  
Suite 100  
Reston, VA 20190

SUPPLIER CODE

100000164

CONTRACT NO.

4400006323

By mutual agreement, effective immediately, Contract 4400006323 is hereby amended to add the following product and service:

Vendor Name	Software Discount	Maintenance Discount	Installation Discount	Professional Services Discount	Training Discount
HRIZONS JDMS	10%	2%	0%	0%	2%

All other terms and conditions remain the same.

ACCEPTANCE:

BY: \_\_\_\_\_

(Signature)

President \_\_\_\_\_

(Title)

Craig P. Abod \_\_\_\_\_

(Printed)

01/30/2017 \_\_\_\_\_

(Date)

*for* Patricia Innocenti  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

DISTRIBUTION

Finance – Accounts Payable/e  
Contracts Supervisor – L. Robinson  
DIT – Ron Shoram/e

Contractor  
ACS, Team 1 – J. Waysome-Tomlin  
DIT – Renu Loomba/e

Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)  
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228





# County of Fairfax, Virginia

## AMENDMENT

SEP 22 2017

### AMENDMENT NO. 2

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

CONTRACTOR

Carahsoft Technology Corporation  
1860 Michael Faraday Drive  
Suite 100  
Reston, VA 20190

SUPPLIER CODE

1000000164

CONTRACT NO.

4400006323

By mutual agreement, effective immediately, Contract 4400006323 is hereby amended to add the following products and services:

Vendor Name	Software Discount	Maintenance	Installation	Professional Service	Training Discount
Agari Data	2.00%	1.00%	1.00%	1.00%	1.00%
LinkedIn (Lynda.com)	5.00%	5.00%	5.00%	5.00%	5.00%

All other terms and conditions remain the same.

Steve Pierson, CPPB  
Contracts Manager

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

### DISTRIBUTION

Finance – Accounts Payable/e  
Contracts Supervisor – L. Robinson  
DIT – Melanie Quinn/e  
DIT – Michael Franks/e

Contractor  
ACS, Team 1 – J. Waysome-Tomlin

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# County of Fairfax, Virginia

## AMENDMENT

JAN - 2 2019

### AMENDMENT NO. 3

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

CONTRACTOR

Carahsoft Technology Corporation  
1860 Michael Faraday Drive  
Suite 100  
Reston, VA 20190

SUPPLIER CODE

100000164

CONTRACT NO.

4400006323

By mutual agreement, effective immediately, Contract 4400006323 is hereby amended to add the following products and services:

Vendor Name	Software Discount	Maintenance	Installation	Professional Service	Training Discount
RightStar, Inc.	3.00%	2.00%	N/A	3.00%	3.00%
Kinetic Data	3.80%	3.80%	N/A	N/A	N/A

All other terms and conditions remain the same.

Cathy A. Mure, CPPO  
Director/County Purchasing Agent

*for*

DISTRIBUTION

Finance – Accounts Payable/e  
Contracts Supervisor – L. Robinson  
DIT – Melanie Quinn/e  
DIT – Michael Franks/e

Contractor  
ACS, Team 1 – J. Waysome-Tomlin

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# County of Fairfax, Virginia

## AMENDMENT

APR 10 2019

### AMENDMENT NO. 4

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

CONTRACTOR

Carahsoft Technology Corporation  
1860 Michael Faraday Drive  
Suite 100  
Reston, VA 20190

SUPPLIER CODE

1000000164

CONTRACT NO.

4400006323

By mutual agreement, effective immediately, Contract 4400006323 is hereby amended to add the following product and service:

Vendor Name	Software Discount	Maintenance	Installation	Professional Service	Training Discount
Zscaler	2.00%	2.00%	2.00%	2.00%	2.00%

All other terms and conditions remain the same.

Steve Pierson, CPPB  
Contracts Manager

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

### DISTRIBUTION

Finance – Accounts Payable/e  
Contracts Supervisor – L. Robinson  
DIT – Michelle Breckenridge/e  
DIT – Tanesha Sherrod/e

Contractor  
ACS, Team 1 – J. Waysome-Tomlin

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# County of Fairfax, Virginia

## AMENDMENT

AUG - 9 2019

### AMENDMENT NO. 5

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

CONTRACTOR

Carahsoft Technology Corporation  
1860 Michael Faraday Drive  
Suite 100  
Reston, VA 20190

SUPPLIER CODE

1000000164

CONTRACT NO.

4400006323

By mutual agreement, effective immediately, Contract 4400006323 is hereby amended to add the following product and service:

Vendor Name	Software Discount	Maintenance	Installation
Okta	2.00%	2.00%	2.00%

All other terms and conditions remain the same.

Steve Pierson, CPPB  
Contracts Manager

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

DISTRIBUTION

Finance – Accounts Payable/e  
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