



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.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

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



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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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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. **RMAs** – The Contractor agrees to 10 days for RMAs. 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.

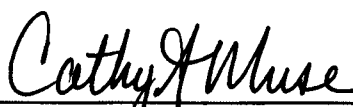
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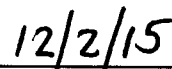
Dario Berocchi, Sr. Manager Program Sales
CDW Government LLC



Date



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



Date