

CONTRACT DOCUMENTS FOR

24ITB1334033B-PS

Network Equipment Maintenance and Support

For Information Technology



CITY OF ATLANTA

55 Trinity Avenue SW Suite 1350 Atlanta GA 30303

OCCUPATION TAX REGISTRATION CERTIFICATE

VALID ONLY WHEN OCCUPATION REGISTRATION TAX
REQUIREMENTS ARE PAID

Business Name: PRESIDIO NETWORK SOLUTIONS LLC

Business Location: 3340 PEACHTREE RD NE STE 2700

ATLANTA, GA 30326

Owner:

License Number: LGB-187629-2020

Issued Date: 3/19/2025

Expiration Date: 12/31/2025

Business Type(s): 424990 Other Mi

424990 Other Miscellaneous Nondurable

Goods Merchant Wholesalers

Mailing Address: 3340 PEACHTREE RD NE STE 2700

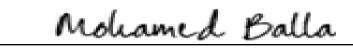
ATLANTA, GA 30326

License Type:

Business Occupational Tax Certificate

Classification:

Wholesale Trade



Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S), IF REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270. THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

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CONTRACT AGREEMENT

Contractor: Presidio Networked Solutions LLC

Contract No.: 24ITB1334033B-PS, Network Equipment Maintenance and

Support

Address: 3340 Peachtree Rd., Suite 2700

City, State Atlanta, Georgia 30326

Telephone: **608-371-6750**

Email: ehayko@presidio.com

Contact: Erik Hayko

Senior Contracts Manager

This Agreement made and entered into effective the 19th day of March, 2025 by and between **FULTON COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Presidio Networked Solutions LLC**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Information Technology department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform To provide products and services associated with provisioning, maintenance, and support of network (wired and wireless) data communications equipment on an as needed basis. Network Equipment Maintenance and Support., hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. **CONTRACT DOCUMENTS**

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

I. Form of Agreement;

- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions (Not Applicable)
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (NA)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on March 19, 2025 and 25-0201.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform To provide products and services associated with provisioning, maintenance, and support of network (wired and wireless) data communications equipment on an as needed basis. Network Equipment Maintenance and Support. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 19th day of March 2025, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for three (3) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2026	12-31-2026
2	12 months	01-01-2027	12-31-2027
3	12 months	01-01-2028	12-31-2028

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 9. **COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed \$6,924,519.06, (Six Million, Nine Hundred Twenty Four Thousand, Five Hundred Nineteen Dollars, and Six Cents), which is full payment for a complete scope of work.

ARTICLE 10. **PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for

changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

(1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to_complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove,

shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 <u>Defense.</u> Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

- **18.4.1** Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.
- 18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person. (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).
- **18.5** <u>Survival.</u> The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County

shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Information Technology Chief Information Officer 141 Pryor Street, S.W. Atlanta, Georgia 30303 Telephone: 404-612-0057

Email: kevin.kerrigan@fultoncountyga.gov

Attention: Kevin Kerrigan

With a copy to:

Department of Purchasing & Contract Compliance Chief Purchasing Agent 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Presidio Networked Solutions LLC Senior Contracts Manager 3340 Peachtree Road, Suite 2700, Atlanta, Ga 30326

Telephone: 608-371-6750 Email: ehayko@presidio.com

Attention: Erik Hayko

ARTICLE 29. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. FORCE MAJEURE

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized

data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government 141 Pryor Street, SW Suite 7001 Atlanta, Georgia 30303 Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County an in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of

a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. WAGE CLAUSE

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:	CONTRACTOR:	
FULTON COUNTY, GEORGIA	PRESIDIO NETWORKED SOLUTIONS LLC	
Signed by:	Signed by:	
Roburt (Pitts TROBERT 125 Pitts, Chairman Fulton County Board of Commissioners ATTEST:	Erik Hayko Erik Hayko Senior Contracts Manager ATTEST:	
Signed by: Danyal Janu EFFONYAR. Grier Clerk to the Commission	Signed by: Jukic limit 53886 Afnett Director of Contracts Administrator	
(Affix County Seal)	(Affix Corporate Seal)	
APPROVED AS TO FORM:	ATTEST: signed by:Swan_lamburtSชิชิธิทิชินิธิmbert Notary Public	
—DocuSigned by:	County: Howard	
Kevin Kerrigan -⊡Kভি∀ৌণ¥Kerrigan, CIO Information Technology	Commission Expires: 02/21/2027 Signed by: (Affix Notary Seal) JSAN LAMBER ublic - State of i Howard County ion Expires F	
ITEM#: RM:	ITEM#: 25-0201 RM: 03/19/2025 SECOND REGULAR MEETING	



ADDENDA



Date: November 8, 2024

Project Number: 24ITB1334033B-PS

Project Title: Network Equipment Maintenance and Support

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

ADDENDUM NO. 1

Date Extension: Bid Opening Date - November 25, 2024 at 11:00 A.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3 of the ITB.

This is to acknowledge receipt of Addendum No. 1, 8 day of November, 2024.

Presidio Networked Solutions LLC
Legal Name of Bidder/Proposer

Erik Hayko (Nov 8, 2024 10:56 CST)

Signature of Authorized Representative

Senior Contracts Manager

Title



Date: November 8, 2024

Project Number: 24ITB1334033B-PS

Project Title: Network Equipment Maintenance and Support

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

ADDENDUM NO. 2

Q1.

Question 7. See attached - Site Inventory Report Question 13. See attached - Network Support Task

Q10. Answer

- 1. Three (3) references are required.
- 2. Please disregard. We use a vendor to install the hardware.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3 of the ITB.

This is to acknowledge receipt of Addendum No. 2___, 20_day of November____, 2024.

Presidio Networked Solutions LLC

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Erik Hayko

Senior Contracts Manager

Title

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

Not applicable			Dollars
(\$) according to the conditions of "Instructions to Bidders" and provisions		
thereof.			
appearing on each	n addendum) and thereb	the following addenda (list by by affirms that its Bid considers ng Documents included therein.	
ADDENDUM#	1	DATED 11/08/24	
ADDENDUM#	2	DATED 11/08/24	
ADDENDUM #		DATED	
ADDENDUM #		DATED	
BIDDER: Presidio	Networked Solutions LL	.C	
Signed by:	Loffen Erik	k Hayko	
J ,	[Type or Prin	nt Name]	
Title: Senior Contr	acts Manager		
Business Address: 3340 Peachtree Road, Suite 2700			
Atlanta, GA 303	326		
Business Phone:	404-381-1418		



Officer's Certificate

Name of Company:

Name of Individual Signing:

Presidio Networked Solutions LLC

Erik Hayko

Company Address:

One Penn Plaza Suite 2501 New York, NY 10119 Title: Senior Manager, SLED Contracts

Signature: Erik Hayko (Oct 23, 2023 22:12 0

(Required)

I certify that I am an Officer of the Company, that I have access to the original records of The Company, and that the individual identified above is authorized and empowered to make, enter into, sign, seal and deliver on behalf of this Company any and all documents and to bind the Company to perform in accordance with the terms thereof in support of Presidio's State, Local, and Educational (SLED) business portfolio.

Presidio Networked Solutions LLC

By: Jay Staples (Oct 25, 2023 08:44 EDT)

Authorized Signature

<u>Jay Staples, Asst. General Counsel and Asst. Secy.</u>
Name (Type or Print)
Title

Oct 25, 2023

Date

EXHIBIT A GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

- 2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
- 3. The Contractor must assume full responsibility for delivery of all goods and services proposed.
- 4. The Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
- 5. The Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a Contractor be other than the manufacturer, the Contractor and not the County is responsible for contacting the manufacturer. The Contractor is solely responsible for arranging for the service to be performed.
- 6. The Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- 7. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

- any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
- 8. In case of default by the Contractor, Fulton County may procure the articles or services from another source and hold the Contractor responsible for any resultant excess cost.
- 9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
- 10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B SPECIAL CONDITIONS

No Special Conditions were required for this project

EXHIBIT C SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide products and services associated with provisioning, maintenance, and support of network (wired and wireless) data communications equipment on an as needed basis.

This solution will be used by Information Technology to do provide maintenance and support.

- 1. Provide a detailed description of the work to be performed.
- 2. List locations where services and/or products will be provided or performed.
- 3. Identify any customers and end users impacted. Identify the specific individuals or groups whose work will be most affected during and after the project's execution.
- 4. List the key technical and functional requirements/tasks for the project. Highlight those requirements/tasks that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.
- 5. Write tasks to be performed in a logical and sequential arrangement of work to the extent possible. Describe the tasks in terms of outcomes expected, such as response time, cleanliness level, equipment up-time and functionality. Use "work" words, such as:
 - a) Review...
 - b) Analyze...
 - c) Repair...
 - d) Install...
 - e) Construct...
- 6. All tasks should have measurable outcomes/ results.
- 7. List any publications, manuals, and regulations that the proposer must abide by.

The categories include:

Procurement of Equipment

Network Equipment

Cisco Routers

Cisco Switches

Cisco Core Networking Equipment

Meraki Routers

Meraki Switches

Meraki Access Points

Meraki MX appliance

VoIP phones and adapters

Physical Security

Card Access

FUSIS Video Surveillance Equipment

Surveillance Cameras

Storage equipment

SAN switches

NAS (controllers, disk storage)

Server equipment

Hyperconverged platforms

Virtualization hardware and software

Application

Cisco Collaboration,

VOIP solutions (including cisco webex and Microsoft teams)

Cisco Management software

Storage Management Applications

Network Monitor and Mapping Software

Load Balancers

F5 LTM

F5 BigIQ

Monitoring

24x7 NOC Monitoring and Management

Full monitoring, and compliance with SOC II TYPE II data center coverage, ISO 27001 and ITIL framework for consistency. Regularly review key business needs and processes with more than 200 dedicated professionals and more than 600 technology certifications. 24x7x365 operations with a primary and secondary site with three tiers of expertise around the clock.

Maintenance

Manage and support all services under Cisco SMARTnet agreement.

Manage and support all services under Cisco Flex agreements.

Manage and support all services related to Meraki equipment.

Manage and support all services related to Video Surveillance and Card Access Service both existing and purchased networking, security, server, storage,

and applications for upgrades, patches, repairs and replacement.

***** All Equipment must be factory NEW. Re-manufactured, refurbished or recertified equipment is unacceptable********

- Cisco, Meraki, Dell EMC. F5
- Provide services for Design, Configure, and Installations wide range of technology infrastructure to include but not limited to: networking, video, voice, access control, data storage, voice & data contact centers and wireless applications.
- Technical resources for troubleshooting support @ set hourly rate
- Resources must be a combination of local & remote support
- Resources must be available to assist with a minimum advance notice (not to exceed 4 hours)
- Upgrade analysis to be done bi-annually
- Quarterly Business Reviews of current contracts, billing, and account status
- Dedicated resources for Service Delivery, escalation and consistency
- White glove support to include dispatch for break/fix, minor patching for version upgrades, Carrier Case Management to carriers, Problem Management, etc.
- Best in class tools for ITSM ticketing and reporting/dashboards that integrate automation technology and leverage self sufficiency
- Full life-cycle service of MSP to configure, install, design, monitor environment

Restrictions & Provisions

Prohibit the sale of end-of-life equipment without specific permission from Fulton County. All equipment must be outside 18 months of End of Sale.

Fulton County will expect the selected respondent to supply our requirements for implementation of new equipment, as well as provide the full scope of maintenance and support services necessary to sustain and operate the county-wide communications network.

Contractor must be a Cisco Certified Gold Partner with a minimum of five (5) years of experience in providing products, support and services. A copy of certification must be attached to the bid submittal.

The Contractor should also possess Partner Advanced Certifications as defined and created by Cisco and explained in greater detail here: Partner specializations - Cisco. Proof of these advanced certifications should be provided. If the Partner is currently in the process of obtaining any of these advanced certifications, then

please describe in detail the stage at which the partner exists and projected date(s) of completion.

Contractor must have qualified Cisco Certified Expert Level technical personnel on staff and available to the County for support services. These personnel must be physically located within the metropolitan Atlanta area, so as to be available for on-site services and remote support when required with a minimum of advanced notice (not more than 4 hours).

Required Certifications

Cisco Gold Partner status with a minimum of 300 Associate level CCNA, CCDA certifications.

Dedicated Team of Cisco Certified Support and Maintenance Renewals Specialist

Customer Self Service Portal

F5 Platinum Partner Status with a minimum of 20 certifications

Palo Alto Diamond Partner Status with a minimum of 125 certifications

VMWare Pinnacle Partner Status with a minimum of 300 certifications

Dedicated Physical Security Practice

Dedicated Cybersecurity Practice

Dedicated Cloud Computing Practice

Engineering resources located in Fulton County

Dedicated Support Services specialist for non-Cisco renewal support

Partner must have a physical office located in Fulton County

EXHIBIT D COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$6,924,519.06 (Six Million, Nine Hundred Twenty Four Thousand, Five Hundred Ninety Dollars and Six Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM

Submitted To: Fulton County Government

Submitted By: Presidio Networked Solutions LLC

For: 24ITB1334033B-PS, Network Equipment Maintenance and Support

Submitted on November 25 , 2024.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 6,924,519.06

(Dollar Amount In Numbers)

Six million, nine hundred twenty-four thousand, five hundred nineteen dollars and six cents (Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and

should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

INSERT PRICING/COST, SEE EXAMPLE BELOW

BASE BID AMOUNT

Cost associated with sections 08-34-63, 08-71-63, 11-19-00, and 28-05-00 and 28-05-10 of the bid specifications as it pertains to the installation of swing door locks, sliding door operators, and associated controls on all listed floors.

ITEM	PRODUCT	PER UNIT COST	QUANTITY	TOTAL COST
1.	Meraki MS 350		10	
2.	Meraki MS 390		10	
3.	Meraki MS 425		10	
4.	Meraki MS Enterprise License 3 YR	Refer to accompanying price quote #2001724059319-03 for detailed	30	
5.	Meraki MR 46	pricing.	10	
6.	Meraki MR 51		10	
7.	Meraki MR 76		10	
8.	Meraki MR Enterprise License 3 YR		30	
9.	Meraki MX 100		5	
10.	Meraki MX 450		5	
11.	Meraki MX Enterptise License 3 YR		10	
12.	Cisco Nexus 9000		10	
13.	Cisco Nexus 9500		10	
14.	Cisco Catalyst 93180		10	
15.	Cisco Catalyst 9300		10	
16.	Cisco Catalyst 9130ax		10	
17.	Cisco Catalyst 9500		10	
18.	QSFP 10GB SR		20	
19.	QSFP 40GB SR		20	
20.	QSFP 100		20	
21.	Cisco SFP miniGBIC 1GB LX		20	
22.	Cisco Catalyst 9800		10	
23.	Cisco Learning Partner Training Credits		200	
24.	Cisco Thousand Eyes		4	
25.	Catalyst DNA Term License		6	
26.	Cisco ISE PLS License		100	

			1
.)/	Stealwatch Term License	200	
.78	Cisco Prime Infrastructure	4	
	Network Plug N Play Connect	4	
311	Cisco VOIP phone 8851	2000	
31	Cisco VOIP Phone 8831	2000	
37	Cisco VOIP Phone 7821	50	
33.	Professional Services - Hrly rate - Network Engineer Sr	200	
34.	IDENTIV MX Controller, 4 Door 1 year support (ICPAM- MX-4-N3)	20	
35.	IDENTIC MX Controller 8 door 1 yr support (ICPAM MX- 8-N3)	20	
36.	MX Controller Accessory, Alarm, Expansion Board (ICPAM-MX- MEB128)	20	
3/	MX Controller ICPAM-MX-AEB8)	20	
38	MX Controller (ICPAM-MX-REB8)	20	
	MX Upgrade Kit, 4 to 8 ICPAM-MK-UK-4-8	20	
40.	MATCH2 Reader Interface - ICPAM- MRIA	20	
4 1	Surfacing Mounting Box for MRIA - MB2	20	
42.	MX-1 PoE+ 1 Door w2 MELM3 line modules ICPAM-MX- 1-N3	20	
43.	MX Controller, 64 Door (ICPAM-MX-64- N3)	20	
44	None Contractor Specified Hardward	1	
45.	Maintenance	1	
TOTAL COST lines 1-45)		,	\$6,395,837.90

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
Not applicable	

END OF SECTION

EXHIBIT E PURCHASING FORMS

24ITB1334033B-PS Section 6

Network Equipment Maintenance and Support

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Presidio Networked Solutions LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

Such Service.		
1289147		
EEV/Basic Pilot Program* User Identification Number		
Presidio Holdings Inc., dba Presidio Networked Solutions LLC		
BY: Authorized Officer of Agent		
(Insert Contractor Name)		
Senior Contracts Manager		
Title of Authorized Officer or Agent of Contractor		
Erik Hayko		
Printed Name of Authorized Officer or Agent		
Sworn to and subscribed before me this 4th day of	November	_, 20 <u>24</u> .
Notary Public: <u>Susan Lambert</u>	C	Digitally signed
County: Howard	Susan	by Susan Lambert
Commission Expires: 02/21/2027	Lambe	Date: 2024.11.04

¹O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

^{2*}[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Network Equipment Maintenance and Support

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontract O.C.G.A. 13-10-91, stating affirmatively that the individuengaged in the physical performance of services ³ under a prime contractor] Not applicable	al, firm or corporation which is a contract with [insert name of behalf of
Fulton County Government has registered with and is authorization program*, ⁴ in accordance with the applica established in O.C.G.A. 13-10-91.	participating in a federal work bility provisions and deadlines
EEV/Basic Pilot Program* User Identification Number	
BY: Authorized Officer of Agent (Insert Subcontractor Name)	
Title of Authorized Officer or Agent of Subcontractor	
Printed Name of Authorized Officer or Agent	
Sworn to and subscribed before me this day of	, 20
Notary Public:	
County:	
Commission Expires:	

³O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

^{4*}[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

24ITB1334033B-PS Section 6

Network Equipment Maintenance and Support

Purchasing Forms & Instructions

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

(ATTACH COPY OF LICENSE)

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Network Equipment Maintenance and Support

Purchasing Forms & Instructions

FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE CERTIFICATION

(ATTACH COPY OF LICENSE)

Network Equipment Maintenance and Support

Purchasing Forms & Instructions

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Not applicable
Performing work as: Prime Contractor Sub-Contractor
Professional License Type:
Professional License Number:
Expiration Date of License:
I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.
Signed:
Date:

(ATTACH COPY OF LICENSE)

Network Equipment Maintenance and Support

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FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

All officers are headquartered at PENN 1, 1 Pennsylvania Plaza, Suite 2501, New York, NY 10119 and none maintain an ownership interest.

Bob Cagnazzi, Chief Executive Officer Manny Korakis, Chief Financial Officer Barbara Robidoux, Chief Marketing Officer Robert Kim, Chief Technology Officer Jennifer Jackson, Chief Human Resources Officer Vincent Trama, Chief Revenue Officer Dan O'Brien, Chief Solutions Officer Chris Cagnazzi, Chief Innovation Officer Steven Palmese, Chief Information Officer Elliot Brecher, Chief Legal Officer & General Counsel

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Presidio is a global digital services and solutions provider accelerating business transformation for clients through secure technology modernization and lifecycle services.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Not applicable

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LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the

1.	Please state whether any of the following events have occurred in the last five (5)
	years with respect to said Offeror. If any answer is yes, explain fully the
	following:
	-

•	awarded		sai irom consideratio	or or termination of the Contract,
1.		ase state whether any of the following events have occurred in the last five rs with respect to said Offeror. If any answer is yes, explain fully the wing:		
	(a)	laws was filed by or a	gainst said Offeror, o	nkruptcy laws or state insolvency or a receiver fiscal agent or similar siness or property of said Offeror
		Circle One:	YES	NO
	(b)	whether Offeror was subject of any order, judgment, or decree subsequently reversed, suspended or vacated by any court of compe jurisdiction, permanently enjoining said Offeror from engaging in any of business practice, or otherwise eliminating any type of business practiced		icated by any court of competent Offeror from engaging in any type
		Circle One:	YES	NO
	(c)	whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said of Offeror, which directly arose from activities conducted by the business under corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.		
		Circle One:	YES	NO
2.		Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) year		
		Circle One:	YES	NO
3.				n been terminated (for cause or ulton County or any other Federal,

State or Local Government?

YES Circle One:

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

> Circle One: NO YES

Has any offeror, member of offeror's team, or officer of any of them (with respect 5. to any matter involving the business practices or activities of his or her employer),

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been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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Under penalty or\f perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

	On this <u>4</u> day of <u>November</u>	, 20 <u>24</u>	
	Presidio Networked Solutions LLC	11/4/2024	
	(Legal Name of Proponent)	(Date)	•
	Shille	11/4/2024	
	(Signature of Authorized Representativ	e) (Date)	•
	Senior Contracts Manager (Title)		
Sworn to and subscribed	before me,		
This 4th day of N	, 20 <u>24</u>		
Susan Lambert (Notary Public)	(Seal)	Susan	Digitally signed by Susan
Commission Expires 02/2			Lambert Date: 2024.11.04

EXHIBIT F CONTRACT COMPLIANCE FORMS

SECTION 7 - CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Title VI Non-Discrimination Policy

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

UTILIZATION PLAN

A Utilization Plan must be submitted if your firm fails to meet the work category availability listed for this project category.

The Utilization Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor. The bidder/proposer <u>must</u> outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

DETERMINATION OF GOOD FAITH/UTILIZATION EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor <u>must</u> demonstrate that they have made all efforts reasonably possible to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor with regard to this the project should be documented using Exhibit C, Subcontractor Contact Form.

Prime contractors must provide documentation of efforts to include, but not limited to:

- 1. A list of firms contacted during the solicitation phase but are not included as a subcontractor or supplier participant.
- 2. Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize certified firms shall include:
 - Pre-bid/proposal conferences, Meet and Greet the Prime, Pre-qualification meetings
 - Other efforts to solicit participation.
- 3. A list of publications where the advertisement was placed as well as a copy of the advertisement that must include at a minimum:
 - Project scope of work,
 - Project location
 - Location(s) of where plans and specifications may be viewed or obtained and
 - Subcontracting/trade opportunities

PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, subconsultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, subconsultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

REQUIRED FORMS

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** complete and upload Exhibits A through C and the Utilization Plan, if applicable, as described in Section 3.2, Format & Proposal Submission Instructions.

- Exhibit A Promise of Non-Discrimination
- Exhibit B1 Schedule of Intended Subcontractor Utilization
- Exhibit B2 Subcontractors & Suppliers Form
- Exhibit C Subcontractor Contact Form Utilization Plan (If applicable)

UTILIZATION REPORTING (Post Award)

The awardee(s) will be required to report <u>all</u> payments from the County to the prime contractor, and prime contractor payments to subcontractors, sub-consultants and suppliers (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROJECT REQUIREMENTS

24ITB1334033B-PS & Network Equipment Maintenance and Support for Information Technology

WORK CATEGORY: OTHER SERVICES

Based on the above-referenced work category, the availability of MBE and FBE firms available for subcontracting participation/opportunities is:

WORK CATEGORY AVAILABILITY:

11.49% MBE and 2.62% FBE

Any firm designated as certified by the County and is engaged by the successful Prime Contractor who performs a commercially useful function in the execution of the project will be eligible for participation credit using the following certified designations:

MBE –Minority Business Enterprise

FBE - Female Business Enterprise

SBE - Small Business Enterprise

DBE – Disadvantage Business Enterprise

SDVBE – Veteran Owned Business Enterprise

NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROGRAM REMINDERS

- Certification: It is the Prime Contractor's responsibility to verify that subcontractor/subconsultants included in their bid/proposal are certified. The County accepts certifications from the Georgia Minority Supplier Development Council (GMSDC); Women Business Enterprise National Council (WBENC), Small Business Administration (SBA); VETBIZ; Department of Transportation (GDOT) and; the City of Atlanta, Office of Contract Compliance.
- 2. Reporting: The successful bidder/proposer must submit a monthly subcontractor utilization report of all payments using the automated B2GNOW Payment Software Program. This requirement will be discussed with the awardee at the Kick-Off/Pre-Construction meeting.
- 3. Exhibit B1 Schedule of Intended Subcontractor Utilization: It is required that the bidder/proposer designated as the "Prime Contractor" list and submit information on <u>all</u> subcontractors (*including majority firms*) they solicited for quotes and plan to utilize for the project. Failure to submit this form may result in your bid/proposal being declared non-responsive.
- 4. Directories of Certified Firms: To access Directories of certified firms of Fulton County or the entities from whom Fulton County accepts certifications, see web links below:

Fulton County Government

https://fultoncountyga.diversitycompliance.com Click "Search Registered Directory" for Certified Vendors

City of Atlanta Government

https://atlantaga.gob2g.com/

Scroll down and Click "Portal" to search for Certified Vendors

VETBIZ

https://vip-vems-hotfixdev.powerappsportals.us/services/service-find-verified-firm/

Scroll down to bottom. You will see "Search Business" to search for Service-Disabled Veteran Business Enterprise Certified Vendors.

GDOT

http://www.dot.ga.gov/

Click drop down arrow on "Doing Business" then click "DBE Program". Scroll down, click on "Directories" drop down arrow then click on "UPC Directories" to search for Certified Vendors.

GMSDC – Georgia Minority Supplier Development Council https://gmsdc.org/

WBENC – Women's Business Enterprise National Council https://www.wbenc.org/certification

SBA – Small Business Administration

https://web.sba.gov/pro-net/search/dsp dsbs.cfm

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all	persons by these presents, that I/We <u>Eri</u>	k Hayko),
		Name
Senior Co	ontracts Manager Title	Presidio Networked Solutions LLC Company Name
	r "Company", in consideration of the p whole or in part, by Fulton County, he	orivilege to bid on or obtain contracts
1)	No person shall be excluded from particle otherwise discriminated against on the gender in connection with any bid performance of any resulting there from	basis of race, color, national origin or submitted to Fulton County for the
2)	That it is and shall be the policy of this to all businesses seeking to contract or this Company without regard to the race ownership of this business,	otherwise interested in contracting with
3)	That the promises of non-discrimination continuing in nature and shall remain in	
4)	That the promise of non-discrimination made a part of, and incorporated by thereof which this Company may herea	reference into, any contract or portion
5)	of non-discrimination as made and set	forth herein shall constitute a material of declare the contract in default and to and remedies, including but not limited ation of the contract, suspension and opportunities, and withholding and/or
6)	That the bidder shall provide such information Purchasing Agent of Purchasing & Contracting Policy.	ntract Compliance pursuant to Section
NAME: Er	ik Hayko	TITLE: Senior Contracts Manager
SIGNATU	RE: Erik Hayko (Nov 4, 2024 13:05 EST)	
ADDRESS	3: 3340 Peachtree Road, Suite 2700, Atl	anta, GA 30326

PHONE NUMBER: 608-371-6750 EMAIL: ehayko@presidio.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must** be completed and **submitted with the bid/proposal.** All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime	Bidder/Proposer Company Na	me P	residio Netw	orked Solutio	ns LLC	
ITB/RI	FP Name & Number: 24ITB13340	33B-F	S Network Eq	uipment Main	tenance a	and Support
						,
1.	My firm, as Prime Bidder/Propos	ser or	this scope o	f work/service	e(s) is N	OT⊠, is□
	a minority or female owned	and	controlled b	usiness ente	erprise.	□African
	American (AABE); □Asian Ar	neric	an (ABE); □	Hispanic A	merican	(HBE);
	□Native American (NABE);	□ w	hite Female	American	(WFBE)	; □Small
	Business (SBE); □Service Business (DBE) **If yes, Prime			•		•
□ Ma	le or \square Female (Check the appro	priate	e boxes).			
	Indicate below the portion of we that your firm will carry out direct		O .	•	d/propos	sal amount
	\$ 6,924,519.06	Or	100	_	%	
2. a i	This information below must be oint venture (JV) approach i					roposalif

a **joint venture** (**JV**) approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information: Not applicable

	Business Name	Business Name				
(a.)		(b.)				
% of JV		% of JV				
Ethnicity		Ethnicity				
Gender		Gender				
Certified		Certified				
(Y or N)		(Y or N)				
Agency		Agency				
Date		Date				
Certified		Certified				

3. Lists all Sub-Contractor/suppliers participating on the project. (COMPLETE Exhibit B2 FORM)

Total Dollar Value of Certified Subcontractors: (\$) \$0.00	Total Dollar Value of Certified Subcontractors: (\$) \$0.00	
---	---	--

Total Percentage of Certified Subcontractors: (%) 0%

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Title: Senior Contracts Manager	
siness or Corporate Name: Presidio Networked Solutions LLC	
e 2700	
n	

EXHIBIT B2 FORM SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

<u>Certification Designation:</u> AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

SDVBE – Service Disabled Veteran Business Enterprise Subcontractor Name	Email Address			Certification	Certification	Scope of Work	Dollar Amount	Percentage
Subcontractor Name	Eman Address	City, State, Phone	Ethnic Group	Agency	Designation	Scope of Work	Dollar Amount	Percentage
NI (P II								
Not applicable								<u> </u>
								<u> </u>
								<u> </u>
								
								
]					

SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage

EXHIBIT C FORM SUBCONTRACTOR

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
Not applicable							

EXHIBIT C FORM SUBCONTRACTOR

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
Not applicable							

Company Name: Presidio Networked Solutions LLC	Project # & Title: #24ITB1334033B-PS Network Equipment Maintenance and Support
Printed Signature: Erik Hayko (Noy 6, 2024 14:50 EST) Erik Hayko	Date: 11/06/2024

Fulton County Government ITB 24ITB1334033B-PS Network Equipment Maintenance and Support Date Due: November 25, 2024 **PRESIDIO**°

7.4 EXHIBIT C - SUBCONTRACTOR CONTACT FORM UTILIZATION PLAN

Due to the ad-hoc nature of fulfillment under this contract where the County purchases hardware, software, licensing, and support, and requests professional services as needed when specific projects arise, we are unable to commit to using subcontractors at this time. However, should the opportunity to use subcontractors arise at the time of a specific request from the County, we will use Good Faith Efforts to engage certified subcontractors to perform a portion of the work as applicable. For this reason, ITB Exhibit C – Subcontractor Contact Form Utilization Plan, on the following page, is not applicable.

UTILIZATION PLAN

Presidio has a formal Supplier Diversity Program and Supplier Diversity Policy. Jonathan Wilkins, Senior Program Manager, Supplier Diversity, is responsible for administering all of Presidio's supplier diversity efforts to support our internal and external customer needs. He works closely with Presidio's Sales, Sourcing, and Diversity, Equity, and Inclusion (DE&I) groups to promote the inclusion of small and diverse suppliers throughout the organization.

Mission

The mission of Presidio's Supplier Diversity Policy is to identify, develop, and position diverse businesses to support our commercial ambitions while contributing to our social responsibility of improving the economies of the communities we serve.

Presidio, founded as a Woman-Owned Small Business in 1986, has grown into a \$5+ billion (annually) company that supports and clearly understands the importance of subcontracting with diverse business enterprises (DBEs) whenever opportunities arise.

Presidio believes in the importance of supplier diversity and is committed to ensuring it is an integral part of our strategic sourcing, procurement, and sales processes. We know that both the success of our organization and society at large depends on including diverse business enterprises (DBEs) in the nation's economic growth. Our commitment is to maximize DBE participation through the development of mutually beneficial business relationships. Presidio is committed to maximizing the inclusion of Minority-, Women-, Veteran-, Service-Disabled Veteran-, Disabled-, Lesbian, Gay, Bisexual and Transgender (LGBT)-owned businesses as well as businesses located in Historically Underutilized Business Zones (HUBZones) and Small Businesses. We accomplish this by:

- Sourcing goods and services from high-performing diverse businesses
- Embedding supplier diversity within our corporate culture
- Ensuring compliance with all aspects of supplier diversity spending requirements
- Integrating supplier diversity in procurement, sourcing, and sales strategic plans
- Focusing on efficiencies and continuous improvement
- Enhancing the economic vibrancy of the communities we serve

Fulton County Government ITB 24ITB1334033B-PS Network Equipment Maintenance and Support Date Due: November 25, 2024



- Maintaining relationships with local, regional, and national diversity organizations (i.e., NMSDC, WBENC)
- Facilitating training on the philosophy, policies, and methodologies of supplier diversity

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Network Equipment Maintenance and Support

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Insurance and Risk Management Provisions

NETWORK EQUIPMENT MAINTENANCE AND SUPPORT

The following is the minimum insurance and limits that the Contractor must maintain. If the Contractor maintains broader coverages and/or higher limits that the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the initiation date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance BY ACCIDENT - EACH ACCIDENT

\$500,000

Employer's Liability Insurance BY DISEASE - POLICY LIMIT

\$500,000

Employer's Liability Insurance BY DISEASE - EACH EMPLOYEE \$500.000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

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Bodily Injury and Property Damage Liability Each Occurrence

\$1,000,000

(Other than Products/Completed Operations)

General Aggregate

\$2,000,000

Products\Completed Operations

Aggregate Limit

\$2,000,000

Personal and Advertising Injury

Limits

\$1,000,000

Damage to Rented Premises

Limits

\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage

Each

Occurrence - \$1,000,000

(Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY

(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000

5. **PROFESSIONAL (E & O) LIABILITY** Per Claim/Aggregate

- \$2,000,000/\$2,000,000

Contractor shall ensure that coverage under this policy shall continue for a period of thirty-six (36) months after completion of services.

6. CYBER LIABILITY

Each

Occurrence

- \$2.000.000

Policy shall include coverage for losses arising from the breach of information, security, privacy and intentional/unintentional release of private information.

Certificates:

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

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If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government Attn: Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, Georgia 30303-3459

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts. omissions in the performance of professional services, Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is

Network Equipment Maintenance and Support

Purchasing Forms & Instructions

liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: Presidio Networked Solu	utions LLC
SIGNATURE: Erik Hayko (Nov 8, 2024 12:54 CST)	
NAME: Erik Hayko	_TITLE: Senior Contracts Manager
DATE: 11/8/2024	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christine Richardson	
McGriff Insurance Services 150 S. Warner Road	PHONE (A/C, No, Ext): 610-279-8550	FAX (A/C, No): 610-279-8543
Suite 460	E-MAIL ADDRESS: crichardson@mcgriff.com	
King Of Prussia PA 19406-2639	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Federal Insurance Company	20281
INSURED 150PRESIINC	INSURER B: Great Northern Insurance Company	20303
Fortress Ultimate Holdings, L.P. F/K/A BCEC-Port Holdings (Delaware) LP	INSURER C: Chubb Custom Insurance Company	38989
Presidio Inc.	INSURER D: American Zurich Insurance Company	40142
12100 Sunset Hills Road - Suite 300	INSURER E: Ironshore Specialty Insurance Compar	ny 25445
Reston VA 20190	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1488168712 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
В	Х	COMMERCIAL GENERAL LIABILITY	Y	Y	35852422	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY	Υ	Υ	73543321	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	Χ	Comp \$1,000							\$
Α	Χ	UMBRELLA LIAB OCCUR	Υ	Υ	79857023	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 25,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 25,000,000
		DED X RETENTION \$ 0							\$
D		KERS COMPENSATION EMPLOYERS' LIABILITY		Y	WC980925910	3/1/2024	3/1/2025	X PER OTH- STATUTE ER	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)	,,					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		E&O, Cyber ss Prof/E&O, Cyber			D95452796 EO5TAC4R25001	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Per claim/Agg Per claim/Agg	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds:

BCEC-Port Holdings (Delaware) LP

Port Holdo Inc.

Port Midco, LLC

Presidio, Inc.

Presidio Holdings Inc. Presidio IS LLC

Presidio LLC

See Attached

CERTIFICATE HOLDER	CANCELLATION

BCEC-Port Holdings (Delaware), LP, Presidio Inc. 12100 Sunset Hills Road - Suite 300

Reston VA 20190

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 150PRESIINC

LOC #:

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ACORD	

ADDITIONAL REMARKS SCHEDULE

Page 1 of

AGENCY McGriff Insurance Services		NAMED INSURED Fortress Ultimate Holdings, L.P. F/K/A BCEC-Port Holdings (Delaware) LP Presidio Inc. 12100 Sunset Hills Road - Suite 300 Reston VA 20190		
POLICY NUMBER				
CARRIER	NAIC CODE			
		EFFECTIVE DATE:		

EFFECTIVE DATE:
ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
Presidio Capital Funding LLC Presidio Networked Solutions LLC Presidio Technology Capital, LLC Presidio Government Solutions LLC Presidio Networked Solutions Group, LLC High Wire Concepts LLC Fortress Intermediate 3, Inc.
Evidence of coverage for 8161 Maple Lawn Blvd. Suite 150, Fulton, MD 20759

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

NO PAYMENT & PERFORMANCE BONDS REQUIRED





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Reston VA 20190 INSURER F:	20110
Docton 1/A :20100	20440
12100 Sunset Hills Road - Suite 300 INSURER E: Ironshore Specialty Insurance Company	25445
Presidio Inc. INSURER D: American Zurich Insurance Company	40142
Fortress Ultimate Holdings, L.P. F/K/A BCEC-Port Holdings (Delaware) LP INSURER C: Chubb Custom Insurance Company	38989
INSURED INSURER B: Great Northern Insurance Company	20303
INSURER A: Federal Insurance Company	20281
King Of Prussia PA 19406-2639 INSURER(S) AFFORDING COVERAGE	NAIC#
Suite 460 E-MAIL ADDRESS: crichardson@mcgriff.com	
McGriff Insurance Services 150 S. Warner Road FAX (A/C, No, Ext): 610-279-8550 FAX (A/C, No): 1	610-279-8543
PRODUCER NAME: Christine Richardson	

COVERAGES CERTIFICATE NUMBER: 539038812 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
В	X COMMERCIAL GENERAL LIABILITY	Y	Υ	35852422BAL	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY	Υ	Υ	73543321	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	X Comp \$1,000							\$
۱ ۴	X UMBRELLA LIAB X OCCUR	Υ	Υ	79857023	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 25,000,000
	DED X RETENTION \$ 0							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	WC980925911	3/1/2025	3/1/2026	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE T/N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	,,					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C E	Prof/E&O, Cyber Excess Prof/E&O, Cyber			D95452796 EO5TAC4R25001	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Per claim/Agg Per claim/Agg	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds:

BCEC-Port Holdings (Delaware) LP

Port Holdo Inc.

Port Midco, LLC

Presidio, Inc.

Presidio Holdings Inc. Presidio IS LLC

Presidio LLC

See Attached.

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Fulton County Government Attn: Purchasing Department 130 Peachtree Street, SW Suite 1168

Suite 1168 Atlanta GA 30303 **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 150PRESIINC

LOC #:

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ADDITIONAL REMARKS SCHEDULE

Page	1	of	
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AGENCY McGriff Insurance Services		NAMED INSURED Fortress Ultimate Holdings, L.P. F/K/A BCEC-Port Holdings (Delaware) LP Presidio Inc. 12100 Sunset Hills Road - Suite 300 Reston VA 20190		
POLICY NUMBER				
CARRIER	NAIC CODE			
		EFFECTIVE DATE:		

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
Presidio Capital Funding LLC Presidio Networked Solutions LLC Presidio Technology Capital, LLC Presidio Government Solutions LLC Presidio Networked Solutions LLC Presidio Networked Solutions Group, LLC High Wire Concepts LLC Fortress Intermediate 3, Inc. Contender Solutions LLC
Project Number: #21ITB1007B-PS; Project Title: NETWORK EQUIPMENT MAINTENANCE & SUPPORT
Fulton County Government, its officials, officers and employees are additional insured under the general liability and auto liability if required by written contract and subject to policy terms and conditions. General liability and auto liability coverage is primary and noncontributory if required by written contract and subject to policy terms and conditions. Waiver of subrogation applies in favor additional insured under the general liability, auto liability and workers compensation if