

CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of the 12th of April 2023, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the CDW Government LLC ("Contractor") set forth below.

Contractor:	CDW Government LLC
ITBC Contract No. & Title:	22ITBC1006B-PS
Address:	280 North Milwaukee Ave. Vernon Hills, Illinois, 60061
Telephone:	866-339-3535
Email:	Mikezor@cdwg.com
Contact Name & Title:	Mike Zorica, Executive Account Manager

This agreement was approved by the Fulton County Board of Commissioner on April 12, 2023, item number 23-0245.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

- Exhibit 1: Solicitation Document
- Exhibit 2: Contractor Bid Form Response (attached)
- Exhibit 3: Contract Compliance

1. Contract Term

- 1.1 Initial Term: The initial term of this Agreement will be for one year. This Agreement shall commence on the April 12, 2023 and end on December 31, 2023. The "Commencement Term" of this Agreement shall begin on April 12, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. 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.
- 1.2 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 two (2) 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 on the 1st day of January 2024 and shall end no later than the 31st day of December 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January 2025 and shall end no later than the 31st day of December 2025. 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

- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 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.

2. Compensation

The total contract amount for the Project shall not exceed \$1,431,319.61, (One million four hundred thirty-one thousand three hundred nineteen and sixty-one cents, which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

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

CDW GOVERNMENT LLC

DocuSigned by:
Robert L. Pitts
167FDE80EDAF436...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

/s/Dario Bertocchi
VP Contracting Operations
Mike Zorica
Executive Account Manager

ATTEST:

ATTEST:

DocuSigned by:
Tonya Grier
EEC436CA837648D...
Tonya R. Grier
Clerk to the Commission
(Affix County Seal)

DocuSigned by:


Secretary/
Assistant Secretary
(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:


DocuSigned by:
Denval Stewart
8B574564AAFE0466...
Office of the County Attorney

DocuSigned by:
Carmen Castro
E290BCB577CC445...
Notary Public

APPROVED AS TO CONTENT:

Fairfield
County: _____

DocuSigned by:
Kevin Kerrigan
E03663FAC4B546B...
Kevin Kerrigan, CIO
Fulton County Information Technology

02/28/2026
Commission Expires: _____
DocuSigned by:
(Affix Notary Seal) 

ITEM#: _____ RCS: _____	ITEM#: 2023-0245 RM: 4/12/2023
RECESS MEETING	REGULAR MEETING

EXHIBIT 1
SOLICITATION DOCUMENT
(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

FORM 3: BID FORM

Submitted To: Fulton County Government

For: **22ITBC1006B-PS, Fulton County PC Refresh**

Submitted By: CDW Government LLC

Bid Due Date: October 27, 2022

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.

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 it examined the scope of work and is informed fully regarding all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied 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 contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work 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 TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items) [Include this section only if awarding to overall lowest responsive and responsible bidder]

\$ 5,914,500.00
(Dollar Amount in Numbers)

Five Million Nine Hundred Fourteen Thousand Five Hundred Dollars and Zero 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 the estimated annual use and 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 provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided 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 order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the lowest responsive and responsible bidder(s) per group complying with the provisions of this ITBC)

GROUP I – Standard Equipment

Initial Purchase

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	Desktop/Workstation – Intel Core i5	1000	816.00	816,000.00
2.	Laptop – Intel Core i5	1,500	1,073.00	1,609,500.00
3.	Monitor – 24"	2,500	163.00	407,500.00
4.	Docking Station	1,500	222.00	333,000.00
TOTAL COST (lines 1-4)				3,166,000.00

Renewal Purchase

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	Desktop/Workstation – Intel Core i5	500	897.00	448,500.00
2.	Laptop – Intel Core i5	750	1,180.00	885,750.00
3.	Monitor – 24"	1,350	176.00	237,600.00
4.	Docking Station	750	244.00	183,000.00
TOTAL COST (lines 1-4)				1,754,850.00

Desktop Optional Accessories and Services (Pricing Required)

Cost associated with the bid specifications as it pertains to the hardware for Desktops, Laptops, Monitor, Tablets and Docking Stations

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	8GB (1X8GB) 2666MHz DDR5 2666MHz Non-ECC	200	70.00	14,000.00
TOTAL COST (lines 1-2)				14,000.00

Laptop Optional Accessories and Services (Pricing Required)

Cost associated with the bid specifications as it pertains to the hardware for Desktops, Laptops, Monitor, Tablets and Docking Stations.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	8GB (1X8GB) 2666MHz DDR5 2666MHz Non-ECC	500	70.00	35,000.00
2.	Top Load Laptop Back with protected pockets and plush padding - Initial Purchase	2250	42.00	94,500.00
3.	USB 3.0 to Gigabit LAN Adapter	200	14.50	2,900.00
4.	Dock Connector to Ethernet and VGA Adapter	200	19.00	3,800.00
5.	USB-C to RJ45 Adapter	200	19.00	3,800.00
TOTAL COST (lines 1-5)				140,000.00

GROUP II – Specialty Equipment**Optional Equipment and Services (Pricing Required)**

Cost associated with the bid specifications as it pertains to the hardware for Desktops, Laptops, Monitor, Tablets and Docking Stations.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	iMac	25	1,870.00	46,750.00
2.	iPad	200	332.00	66,400.00
3.	Surface Pro Tablet	100	1,295.00	129,500.00
4.	Ruggedized Laptop	200	2,985.00	597,000.00
TOTAL COST (lines 1-4)				839,650.00

Optional Equipment Accessories and Services (Pricing Required)

Cost associated with the bid specifications as it pertains to the hardware for Desktops, Laptops, Monitor, Tablets and Docking Stations.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	Apple Pencil	100	98.00	9,800.00
2.	USB-C Digital AV Multiport Adapter	100	65.00	6,500.00
3.	USB-C VGA Multiport Adapter	100	66.00	6,600.00
4.	Surface Keyboard	100	145.00	14,500.00
5.	Image Loading Configuration/AutoPilot Setup	100	25.00	2,500.00
6.	Docking Station – Ruggedized Laptop	200	785.00	157,200.00
7.	Car Power Adapter – Ruggedized Laptop	200	135.00	27,000.00
TOTAL COST (lines 1-7)				224,100.00

It is CDW Government LLC's (CDWG) intent that this proposal response shall be subject to the CDW Terms & Conditions found at <https://www.cdw.com/content/cdw/en/terms-conditions/sales-and-service-projects.html>, and not any terms contained in the underlying ITB. CDWG is open to negotiating these or any other terms and conditions upon award.

CDW-G's contract pricing will remain fixed throughout the initial term of the contract. Due to current market conditions, however, product prices are subject to increase without advance notice by Original Equipment Manufacturers ("OEMs"). In the instance of a product price increase by OEMs, CDW-G will notify the County of the updated MSRP and subsequent changes to CDW-G prices offered under this contract.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # 1 DATED 10/24/2022

ADDENDUM # _____ DATED _____

SUBMITTED BY:

BIDDER NAME: CDW Government LLC

ADDRESS: 230 N. Milwaukee Ave.

CITY/STATE/ZIPCODE: Vernon Hills, IL 60061

CONTACT NAME: Mike Zorica, Executive Account Manager

EMAIL ADDRESS: mikezor@cdwg.com

BUSINESS PHONE: (866) 339-3535

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.) or professional organization (i.e. GSMD, WBENC, SBA, etc.) as:

Minority Business Enterprise (MBE)

Female Business Enterprise (FBE)

Small Business Enterprise (SBE)

Disadvantaged Business Enterprise (DBE)

Small Disabled Veteran Business Enterprise (SDVBE)

BUSINESS TYPE: Corporation ____ Partnership ____ Sole Proprietor ____ Other LLC

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
<u>Mike Zorica, Executive Account Manager</u>	<u>230 N. Milwaukee Ave., Vernon Hills, IL 60061</u>
<u>AJ Lucci Jr, Sales Manager</u>	<u>230 N. Milwaukee Ave., Vernon Hills, IL 60061</u>
<u>Don McCarthy, Director Area Sales</u>	<u>230 N. Milwaukee Ave., Vernon Hills, IL 60061</u>
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END OF SECTION

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$1,431,319.61 (One Million Four Hundred Thirty-One Three Hundred Nineteen and Sixty-One Cents). The detailed costs are provided on the attached Bid Form/Awarded Lines.

This contract was awarded by line item to the lowest responsive and responsible bidder and the line item(s) awarded to CDW Government LLC.

EXHIBIT 3
CONTRACT COMPLIANCE
DOCUMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/29/2022

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED CDW Corporation 200 North Milwaukee Avenue Vernon Hills IL 60061 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Travelers Indemnity Co of CT		25682
	INSURER B: Travelers Property Cas Co of America		25674
	INSURER C: Lloyd's Syndicate No. 2623		AA1128623
	INSURER D: The Travelers Indemnity Co of America		25666
	INSURER E: The Charter Oak Fire Insurance Company		25615
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570095689947 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H6605D53096ATIA22 see addendum	10/01/2022	10/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6N190234-22-13-G	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP6J53867922I3 SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
							Retained Limit	\$10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB8P79604A2251K AOS	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B				UB8P8306872251R AZ, MA, WI	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	E&O-MPL-Primary			W19A8C220801 Cyber Liab & Network Sec. SIR applies per policy terms & conditions	10/01/2022	10/01/2023	Each Claim Aggregate	\$5,000,000 \$5,000,000

Certificate No : 570095689947

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

Evidence of Coverage
 Named Insured includes: CDW Government LLC, CDW LLC, CDW Direct LLC, CDW Logistics LLC, CDW Technologies LLC and CDW Finance Corporation, Sirius Computer Solutions LLC, Amplified IT, LLC, Infogroup Northwest, LLC and Focal Point Data Risk, LLC

CERTIFICATE HOLDER

CANCELLATION

CDW Corporation
 200 North Milwaukee Avenue
 Vernon Hills IL 60061 USA

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

Aon Risk Services Central, Inc.





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED CDW Corporation	
POLICY NUMBER See Certificate Number: 570095689947			
CARRIER See Certificate Number: 570095689947	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Commercial General Liability

Commercial General Liability
Policy# 6605D53096A
State and Insurer(s) Affording Coverage
California Travelers Property Casualty Company of America NAIC# 25674
All Other Travelers Indemnity Company of America NAIC# 25666