

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: _____ VENDOR # _____

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR): _____

Print Name _____ E-Mail Address _____

TYPE OF CONTRACT: New Renewal Amendment Services Goods Consulting Construction Lease Other _____

SCOPE OF WORK: _____

CONTRACT AMT: _____ CONTRACT TERM: _____ RFP/IFB/RFQ#: _____

FUNDING SOURCE/TITLE: County _____ State _____ Federal _____ Title/Name of Grant Funds

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES NO

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1									
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES NO

Signature: _____ Date: _____

Contract Requires BOCC Approval? YES NO Date of BOCC Approval: _____

REQUISITIONER

DocuSign E-Signature: _____ Date: _____

Print Name/E-Mail: _____

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: _____ Date: _____

Print Name/Title: _____

E-Mail Address: _____

Additional Comments/Instructions by Department:

FUNDS RESERVATION# _____

Purchasing Comments:

COUNTY ATTORNEY

Reviewing Attorney: _____ Date: _____

PURCHASING MANAGER

Date: _____

DocuSign E-Signature

CHIEF FINANCIAL OFFICER

Date: _____

DocuSign E-Signature

COUNTY MANAGER

Date: _____

DocuSign E-Signature

CLERK TO THE BOARD

Date: _____

DocuSign E-Signature

IS&T DEPT

Date: _____

DocuSign E-Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2024

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	Marsh U.S. Operations	
	NAME:	866-966-4664	FAX (A/C, No.): 212-948-0811
INSURED	PHONE (A/C, No. Ext.):	E-MAIL ADDRESS: StLouis.CertRequest@Marsh.Com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Insurance Company		19445	
INSURER B : New Hampshire Insurance Company		23841	
INSURER C : Syndicate 2623/623 at Lloyds		37540	
INSURER D : Great American Risk Solutions Surplus Lines Ins. Co.			
INSURER E : National Union Fire Ins. Co. of Pittsburgh, PA		19445	
INSURER F :			

COVERAGEs

CERTIFICATE NUMBER:

CHI-010120568-08

REVISION NUMBER: 3

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	GL5180087	03/01/2024	03/01/2025	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	
							Fire Damage	\$ 100,000	
A D	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY		X SCHEDULED AUTOS NON-OWNED AUTOS ONLY	CA2961519 XS 3288536-05	03/01/2024 03/01/2024	03/01/2025 03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							\$250CMP/\$500COL DED	\$	
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$	
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$	
	DED		RETENTION \$					\$	
B E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	X WC 080-75-6208 (AOS) WC 080-75-6207 (CA)	03/01/2024 03/01/2024	03/01/2025 03/01/2025	X PER STATUTE E.L. EACH ACCIDENT	OTH-ER \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	TECHNOLOGY E&O & LIABILITY, INCLUDING CYBER			W12831231201 SIR: \$1,000,000	07/15/2023	07/15/2024	PER CLAIM AGGREGATE	1,000,000 2,000,000	

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

Waiver of subrogation is applicable where required by written contract and allowed by law.

CERTIFICATE HOLDER

CANCELLATION

Durham County
200 E Main Street
Durham, NC 27701

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

Marsh USA LLC

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RE: World Wide Technology LLC-Durham Library AV-6.17.24-6.16.25-\$250,699.80

McKinney, Nathan <nmckinney@dconc.gov>

Wed 5/8/2024 10:47 PM

To:Burton, Sophia <sburton@dconc.gov>

Cc:Minor, Tamara D. <tamaraminor@dconc.gov>

***Schedule Update: I am on leave from May 13-17. If you have a contract/agreement/MOU requiring review and approval prior to May 20, please submit by May 9. Paperwork submitted after May 9 will be reviewed and processed in the order received starting May 20, 2024. Thank you.**

Hi Sophia,

The COI for Worldwide Technology, LLC is approved.

The Contract with Worldwide Technology, LLC for \$250,699.80 is approved as to form.

Thank you

Sincerely,

NATHAN L. MCKINNEY | Senior Assistant County Attorney

(Friendly reminder that I am generally not available on Mondays)



County County Attorney

nmckinney@dconc.gov

P.O. Box 3508

Durham, North Carolina 27702

Office (919) 560-0395 | Fax (919) 328-6342 | Cell 984-260-5908

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THIS CONTRACT is made, and entered into this the 17TH day of June 2024, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **WORLD WIDE TECHNOLOGY, LLC.** a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The "effective date" of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **June 17, 2024**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the "effective date" indicated above.

The Term of this contract for services is from June 17,2024 to June 16,2025 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed Two Hundred Fifty Thousand Six Hundred Ninety-nine Dollars 80/100 (\$250,699.80) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors,

subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to “confidential information” or “personal identifiable information”.

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

5.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 1. Information of the COUNTY or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 3. Information contained in the COUNTY’s personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 4. Citizen or employee social security numbers collected by the COUNTY.
 5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
7. Any attorney/client privileged information disclosed by either party.
8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

5.2 RESTRICTIONS. CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

5.3 EXCEPTIONS. The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:

- a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONTRACTOR;
- c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

5.4 REMEDIES. CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5.5 DATA SECURITY. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affected persons, the CONTRACTOR shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of “confidential information” and “personal identifiable information”, by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

- 6. INDEMNIFICATION.** To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR’s performance during the execution of this Contract.
- 7. INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “waiver of subrogation” this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR’S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR’s insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “additional insured” this contract shall govern.

7.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

7.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

7.3 Worker’s Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR’s liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

8. TERMINATION.

8.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more, or all of the following actions:

- a. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
- b. Deduct any and all expenses incurred by the COUNTY for damages caused by the Contractor's Event of Default; and/or
- c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

8.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 8.1 or 8.2, shall not form the basis of any claim for loss of anticipated profits by either party.

9. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

10. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

11. COMPLIANCE WITH LAWS. CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

12. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

13. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious

belief or non-belief, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, race sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. **CONTRACTOR certifies that CONTRACTOR shall abide by Durham County Ordinance Article I, Sections 15-1 through 15-85. Failure to abide by said Ordinance is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to COUNTY.**

- 14. EMPLOYMENT ADVERTISING REQUIREMENTS.** CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham COUNTY Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.
- 15. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.
- 16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies).** Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides "minimum value" to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and indemnify the COUNTY against any associated 4980H penalties. Please complete Exhibit A and return with this contract.
- 17. SECURITY BACKGROUND CHECKS.** The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the

results of the review. Contractor can appeal a negative determination by the Security Manager to the County Manager or the County Manager's designee for final disposition. Appeals need to be submitted in writing to the County point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings disabled.

18. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

19. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham COUNTY Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the COUNTY Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or the County Manager's designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham COUNTY, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the COUNTY of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

20. EXISTENCE. CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

21. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

22. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

23. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
7TH FLOOR, 201 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701

WORLD WIDE TECHNOLOGY, LLC.
ATTN: AMANDA VANSPYBROOK
1 WORLD WIDE WAY
SAINT LOUIS, MO 63146

24. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

25. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.

26. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS. Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.

27. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM. It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County's contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County's contracting programs.

28. ENTIRE CONTRACT. This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

By: _____

Print Name/Title: _____

Date of Signature: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Tiffany Murray, Durham County Chief Financial Officer

WORLD WIDE TECHNOLOGY, LLC.

By: _____

Print Name/Title: _____

Date of Signature: _____

ATTACHMENTS to follow



Durham County Library

Main Library AV Upgrades – Phase One

OMNIA Partners Technology Solutions, Products, and Services

Contract #R210407

April 19, 2024

PRESENTED BY

Amanda VanSpybrook
Account Manager
World Wide Technology, LLC
(919) 757-6403
amanda.edwards2@wwt.com
www.wwt.com

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1 Project Scope

World Wide Technology, LLC (WWT) will provide services for Durham County Library (or Customer). Each of the parties' responsibilities is defined to provide a clear understanding of the scope of Main Library AV Upgrades – Phase One services. All terms and conditions of the **OMNIA Partners Technology Solutions, Products, and Services Contract #R210407** are incorporated by reference.

The pricing submitted with this SOW reflects the services and responsibilities described herein. WWT will strive to meet Durham County Library schedule requirements; however, actual project dates will be subject to availability of materials and resources and Durham County Library attention to its responsibilities.

1.1 Project Description

WWT will install and configure new audio-video equipment within the existing A/V systems of Durham County Main Library to complete Phase 1 of integrating current generation hardware, software, and technical capabilities. This includes, but it is not limited to, upgrading the Kramer control systems and associated devices to current generation hardware. WWT will also modernize the configurations and user interfaces to integrate the new advanced A/V hardware. The goal is to provide a more reliable, streamlined, and robust experience for the end users of the systems.

The following design(s) contain customer furnished equipment (CFE) at the request of the customer. All CFE is assumed to be in full working order, meeting or exceeding the original manufacturers specifications, and currently supported by the manufacturer(s). This support includes any and all software, firmware, and/or operating system(s) required to interface with the supplied WWT system design. All CFE is to be tested by WWT engineers upon commencement of installation. All defects, functional issues, or equipment failures will be reported to a customer representative. Upon discovery of defects, it will be the responsibility of the customer that the CFE be repaired or replaced at additional cost to the customer, not included in this scope of work. If additional equipment is needed, or repairs are required, the installation may be delayed or stopped until the defective CFE is deemed suitable for installation. Unless noted and recorded in a separate service agreement, all customer furnished equipment is not covered under the included 90-day warranty. Furthermore, WWT engineers are requesting a complete set of wiring diagrams for all systems being upgraded, as well as high-resolution pictures of the systems and room layouts, wherever possible. Accurate documentation will help ensure that the new A/V equipment is integrated within the existing systems in an effective manner.

1.2 Project Sites

The below site(s) are in scope for this service offering. Modifications to sites, scope or level of effort will be managed through the Change Control process.

- Durham County Main Library, North Carolina

1.3 Project Management

1.3.1 Project Introduction

WWT follows a project initiation process that begins with planning the project with the key stakeholders. The process begins with planning a project initiation with Durham County Library during which all requirements, dependencies, success criteria, as well as challenges and risks to the project will be identified and planned.

- Define roles and responsibilities of the project core team
- Articulate project objectives, priorities, technologies being deployed
- Work with Customer to establish a preliminary project plan for the Engagement.
- Work with WWT and Customer engineering teams to prioritize and plan technical activities
- Create an implementation schedule, schedule resources, and communicate project plan to all stakeholders
- Conduct planning activities, status meetings, and other reporting metrics for the project

1.4 Project Tasks

1.4.1 Deliverables

- High-level Design (HLD) Drawings
- Graphical User Interface (GUI) User Guide
 - Will include review session(s) with the designer/programmer
 - Will need to be approved by customer representative prior to deployment
- System Acceptance Test Plan (ATP)
 - Will be signed by customer representative and WWT representative following system testing
- Daily Status Reports (DSR)
 - Will include work performed, site photos (if allowed), project status, and any risks provided by the Project Manager
- Quick Reference Guide (QRG) for system operation
 - If custom graphical user interface (GUI) programming is included, the QRG will include appropriate GUI references
- Knowledge Transfer/Basic System Operation
 - WWT representative will review basic system setup and operation with a customer representative, for no more than two (2) hours, upon completion of ATP
- Closeout Documentation
 - Signed and Completed ATP
 - As-Built System Schematic(s), Display Elevation(s), Rack Elevations (as applicable)
 - Core Hardware Serial Numbers
 - Network information to include:
 - IP and MAC Addresses
 - Login Credentials (as applicable)
 - Final Programming and Configuration Files (as applicable)
 - Both compiled and uncompiled files will be provided
 - Final site photos (if allowed) to include:

- Display location(s)
- Equipment Rack(s)
 - Front and Rear
- Table(s)/Desk(s)/Other Millwork
- Top, Bottom, and other cable/equipment mounting location(s)
- Floor box(es) and cable raceway(s)
- Ceiling(s)

1.4.2 Auditorium

- Provide and install two (2) new line array column loudspeakers, powered by a new two-channel amplifier. These speakers will replace the existing front wall loudspeakers and be used to monitor far-end teleconferencing audio, local voice lift, and program audio. They will receive their input signal from the existing systems audio DSP
- Provide and install a new central control system in place of the existing Kramer system. The control system will be accessed via two (2) touch panel interface(s). The interface will be installed in place of the existing Kramer touch panels and shall be hardwired and have a nominal diagonal screen size of 10. The graphical user interface (GUI) will follow the standard WWT framework and will need to be approved by a client representative prior to installation
 - System macros to include:
 - Presentation Mode: Power on displays, route default sources, unmute audio system, page flip to the source selection page
 - Web conference mode: Power on displays, default input(s), unmute audio system, page flip to camera control page
 - Power off: Power off displays, clear all video routes, mute audio system, end all active calls, page flip to splash page
 - Available controls to include:
 - Display power toggle
 - Source selection/routing
 - Speaker volume/mute
 - Microphone mute
 - Camera controls
 - Tuner channel and transport controls
- Provide and install a new control interface for the Building Wide Paging System in place of the existing Kramer touch panel. The interface will be hardwired, include a tabletop stand, and have a nominal diagonal screen size of 7. It will be used to control announcements made over the distributed audio system (existing Crown amplifiers and JBL in-ceiling speakers) throughout the library. The graphical user interface (GUI) will follow the standard WWT framework and will need to be approved by a client representative prior to installation.
- Provide and install one (1) new replacement wired microphone to use with the PA system, as well as a remote access device. This log-in protected device will allow authorized users to access the PA system through a connected POTS phone line.

1.4.3 Childrens Programming Area

- Provide and install a new central control system in place of the existing Kramer system. The control system will be accessed via one (1) touch panel interface(s). The interface will be installed in place of the existing Kramer touch panel and shall be hardwired, include a tabletop stand, and have a nominal diagonal screen size of 7. The graphical user interface (GUI) will follow the standard WWT framework and will need to be approved by a client representative prior to installation
 - System macros to include:
 - Presentation Mode: Power on display, route default sources, unmute audio system, page flip to the source selection page
 - Web conference mode: Power on display, default input(s), unmute audio system, page flip to camera control page
 - Power off: Power off display, clear all video routes, mute audio system, end all active calls, page flip to splash page
 - Available controls to include:
 - Display power toggle
 - Source selection/routing
 - Speaker volume/mute
 - Microphone mute
 - Camera controls
 - Streaming Media Processor controls
 - Blu-Ray, Tuner channel and transport controls

1.4.4 Teen Gaming Area

- Provide and install a new digital audio and video matrix system. The system will be delivered using a stand-alone eight-input by four-output HDMI switcher and the Areas four (4) existing displays and gaming systems. The system will support digital video at resolutions up to 3840x2160 (4K/UHD)
 - Sources to Include:
 - Four (4) customer-provided gaming systems with HDMI video output
 - Four (4) additional customer-provided devices via (4) provided ten-foot HDMI cables
 - Outputs to Include:
 - Four (4) customer-provided 55 wall-mounted displays
- Provide and install a new central control system in place of the existing Kramer system. The control system will be accessed via one (1) touch panel interface(s). The hardwired interface will be installed in place of the existing wall-mounted Kramer touch panel and have a nominal diagonal screen size of 7. The graphical user interface (GUI) will follow the standard WWT framework and will need to be approved by a client representative prior to installation.
 - System macros to include:
 - Power On: Page flip to the source selection page
 - Power Off: Clear all video routes, page flip to Power On splash page
 - Available controls to include:
 - Source selection/routing
 - NOTE: Display power will come from input detection by each individual display. All other controls, such as volume attenuation, will come from the manufacturer's

provided remote. If additional sources are added, such as Blu-ray player or TV Tuner, the system can control those. Specific model numbers of these additional devices must be provided by the Customer prior to installation

1.4.5 Third Floor Landing

- Re-establish communication between devices within the existing control system. Note: Without existing documentation of problems and wiring schematics/configuration equipment, WWT technicians can only diagnose and correct a problem if it exists within the equipment's settings. If a configuration change cannot be made to rectify the issue, they will discuss recommendations on a path forward with the customer

1.4.6 Conference Room 3205

- Remove and re-install the existing wall-mounted PTZ camera on the rear wall of the space for optimal coverage of in-room presenters during a video conference. A new shielded CAT6A cable will be run from the equipment rack to the new camera location to connect the existing camera extension kit
- Provide and install new rack enclosure for existing AV equipment. This steel enclosure will measure 34 H x 23 W x 26 D and include locking front and rear doors, rolling caster base, industry-standard cable management, laminate top, and vented panels. It will be installed in place of the current A/V device enclosure
- Provide and install a new central control system in place of the existing Kramer system. The control system will be accessed via one (1) touch panel interface(s). The interface will be installed in place of the existing Kramer touch panel and shall be hardwired, include a tabletop stand, and have a nominal diagonal screen size of 7. The graphical user interface (GUI) will follow the standard WWT framework and will need to be approved by a client representative prior to installation
 - System macros to include:
 - Presentation Mode: Power on display, route default sources, unmute audio system, page flip to the source selection page
 - Power off: Power off display, clear all video routes, mute audio system, end all active calls, page flip to splash page
 - Available controls to include:
 - Display power toggle
 - Source selection/routing
 - Speaker volume/mute
 - Microphone mute
 - Camera controls
 - Streaming Media Processor controls
 - Blu-Ray controls

1.4.7 Conference Room 3214

- Install Extron HDMI/VGA two-gang input wall plate at a location of the customers choosing. A new shielded CAT6A cable will be run from the equipment rack to the new wall plate location

- Provide and install new rack enclosure for existing AV equipment. This steel enclosure will measure 34 H x 23 W x 26 D and include locking front and rear doors, rolling caster base, industry-standard cable management, laminate top, and vented panels. It will be installed in place of the current A/V device enclosure
- Provide and install a new central control system. The control system will be accessed via one (1) touch panel interface(s). The interface will be installed in place of the existing Kramer touch panel and shall be hardwired, include a tabletop stand, and have a nominal diagonal screen size of 7. The graphical user interface (GUI) will follow the standard WWT framework and will need to be approved by a client representative prior to installation
 - System macros to include:
 - Presentation Mode: Power on display, route default sources, unmute audio system, page flip to the source selection page
 - Web conference mode: Power on display, default input(s), unmute audio system, page flip to camera control page
 - Power off: Power off display, clear all video routes, mute audio system, end all active calls, page flip to splash page
 - Available controls to include:
 - Display power toggle
 - Source selection/routing
 - Speaker volume/mute
 - Microphone mute
 - Camera controls
 - Blu-Ray controls

1.4.8 Conference Room 4337

- Provide and install a new central control system. The control system will be accessed via one (1) touch panel interface(s). The interface will be installed in place of the existing Kramer touch panel and shall be hardwired, include a tabletop stand, and have a nominal diagonal screen size of 7. The graphical user interface (GUI) will follow the standard WWT framework and will need to be approved by a client representative prior to installation
 - System macros to include:
 - Presentation Mode: Power on display, route default sources, unmute audio system, page flip to the source selection page
 - Web conference mode: Power on display, default input(s), unmute audio system, page flip to camera control page
 - Power off: Power off display, clear all video routes, mute audio system, end all active calls, page flip to splash page
 - Available controls to include:
 - Display power toggle
 - Source selection/routing
 - Speaker volume/mute
 - Microphone mute
 - Camera controls
 - Blu-Ray, TV Tuner controls

- Remove and re-install the existing rear wall-mounted PTZ camera for optimal coverage of in-room participants during a video conference. If the existing cabling used to extend the cameras video signal is damaged, it will be removed and a new shielded CAT6A cable will be run in its place

1.4.9 Conference Room 4347

- Provide and install a new central control system. The control system will be accessed via one (1) touch panel interface(s). The interface will be installed in place of the existing Kramer touch panel and shall be hardwired, include a tabletop stand, and have a nominal diagonal screen size of 7. The graphical user interface (GUI) will follow the standard WWT framework and will need to be approved by a client representative prior to installation
 - System macros to include:
 - Presentation Mode: Power on display, route default sources, unmute audio system, page flip to the source selection page
 - Power off: Power off display, clear all video routes, mute audio system, end all active calls, page flip to splash page
 - Available controls to include:
 - Display power toggle
 - Source selection/routing
 - Speaker volume/mute
 - Microphone mute
 - Camera controls
 - Streaming Media Processor controls
 - TV Tuner controls
- Configure existing Vaddio PrimeSHOT 20 HDMI camera to work on same VLAN (public) as other AV equipment in the same space. Note: WWT technicians will work with the customer's network team to ensure settings and IP information for the camera are correct

1.4.10 Advantage Essential New Systems Warranty

Integration Workmanship

WWT. warrants against defects in material and workmanship in the programming, mounting, and the interconnection of permanently installed audio-visual, security, and network equipment. This integration workmanship warranty is valid for 90 days. The warranty begins on the date listed on the Beneficial use Date. All service calls are responded to on a best effort basis between the hours of 8:30am-4:30pm M-F.

Manufactured Equipment

All new equipment installed by WWT is warranted under the manufacturer's terms and conditions. No other equipment warranty is provided or implied. Manufacturers warranties do not cover the expense of removing, shipping, or re-installing serviced equipment.

Exclusions

This warranty does not apply to any equipment where the interior or exterior has been damaged, defaced, tampered with, or altered in any form at any time. Coverage will also be terminated when any equipment is subjected to misuse, abnormal service, handling, or damage caused by natural phenomenon, such as: flooding, fire, lightning, tornado, earthquake, unstable atmospheric conditions, power surges, outages, or similar disturbances. Moving or tampering with wiring or connective hardware associated with the power supply, network connectivity, control, or equipment rack arrangement will also terminate warranty coverage. If any installed equipment is serviced by an entity other than WWT, it will not be covered by ENCOREs warranty. This warranty does not cover consumable items such as batteries, lamps etc.; these are normal use items which are to be replaced by the customer as needed. Owner Furnished Equipment does not apply and is not covered under warranty.

1.5 Out of Scope

The following items have been determined to be out of scope relative to this SOW and are identified in order to avoid any confusion.

- In the normal course of business, WWT does not require receipt of any personally identifiable information, protected health information, or other structured personal or sensitive information as defined by applicable data protection laws (“Protected Data”) in its performance of the Services hereunder. Access to or receipt of any Protected Data is expressly out of scope for WWT Services under this SOW. In order to perform the Services, set forth in an applicable SOW (or this SOW), however, out herein, WWT may access Customer Confidential Information. All such access shall be within the Customer’s network and pursuant to the Customer’s security processes and protocols
- Any work not specifically listed as a task in this document is considered out of scope
- No formal training will be provided

2 Customer Responsibilities

All services performed by WWT will be based on the following assumptions and Customer responsibilities:

- Durham County Library will designate a single point of contact to whom all WWT communications may be addressed and who has the authority to act on all aspects of the services throughout the duration of the project; such contact shall be available during normal hours of business (Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding holidays)
- Durham County Library will have suitable technical staff as mutually agreed upon by both parties available for the duration of the engagement as defined by the project schedule. The Durham County Library staff will need to participate in and support the various tasks of the project as required as defined by the project schedule or other tasks not directly stated, but have a direct impact on completion of this project

- Durham County Library is responsible for the identification and interpretation of, and ensuring compliance with, all laws, statutes, rules, regulations, and standards applicable to its or its affiliates' business or operations
- Durham County Library will provide reasonable access to all Durham County Library sites and facilities, including where applicable, computer equipment, telecom equipment, facilities, workspace, and telephone for WWT's use during the project
 - Durham County Library will on-board WWT employees based on identified need, including remote access, as mutually agreed by both parties during the course of the project
- Durham County Library and WWT will jointly define standard configuration templates by the mutually agreed upon date defined during the project initiation and documented in the project plan of record
- Durham County Library and WWT will jointly define the required physical and logical site information by the mutually agreed upon date defined during the project initiation and documented in the project plan of record
- Each Task and Deliverable set out herein shall be deemed accepted unless Durham County Library provides written notice of non-conformance or rejection within five (5) business days of delivery or notice of completion. If possible, WWT will continue work pending acceptance
- Durham County Library will be required to provide an HLD/reference architecture including a high level definition (ten words or less) within five (5) business days of WWT's written request
- Durham County Library will supply access information and credentials to the engineer(s) for any Durham County Library tools and all existing equipment that needs to be configured or may need to be modified within five (5) business days of WWT's written request for access
- Durham County Library will confirm site readiness including circuits, cabling, power, cooling, and rack space in accordance with the agreed upon project schedule
- Durham County Library will specify physical and logical network topology for existing network infrastructure and identify connectivity requirements for other network-attached devices
- Durham County Library will install and verify the operation of all equipment not provided by WWT; this equipment will be installed, tested, and operational in accordance with the agreed upon project schedule
- Durham County Library will provide all cabling (i.e., infrastructure, patch, and workstation) required to complete the installation that is not included with the project equipment or listed on WWT quote; cabling will be delivered and/or installed
- Durham County Library will ensure that all circuits have been labeled in a manner that clearly identifies each component
- Durham County Library will provide loading dock access for receiving equipment, verifying that all equipment, supplies and materials have been received and are on-site and available before the installation start date
- Durham County Library will coordinate access to a secure area for staging and configuration (unless staged at WWT facility)
- Durham County Library will ensure adequate power to terminate the equipment
- Durham County Library will arrange for network access to terminate the equipment
- Durham County Library will provide disposal services to remove boxes and packing materials
- Durham County Library is responsible for all server and network security definitions, and it is assumed that the WWT technical resources will have appropriate configuration requirements prior to the design and implementation commencing

- Durham County Library will provide all security lockdowns required for any deployed systems prior to scheduling resources to arrive on-site. Durham County Library will provide timely technical assistance in the event a lockdown prevents a deployed solution from functioning properly. In the event that a solution cannot be found without impacting the schedule, Durham County Library and WWT will document the solution and determine to extend the timeline or back-out the lockdown until the solution works. Lockdowns will not be required or implemented for virtual appliances
- Durham County Library will provide Virtual Private Network (VPN) or other remote access and appropriate credentials in order to complete this project
- Durham County Library will supply and install of all 115VAC service at the equipment, floor boxes, and projection systems
- Durham County Library will provide all necessary permits, inspections, and fees to conform to NEC, state and city building codes
- Electrical installation will be required before any installation
- All source equipment is supplied and supported by the customer
- All enterprise network cabling and connectivity to the MDF/IDF locations will be provided by the Customer
- All source equipment is supplied and supported by the customer. (Owner, aka. End user)
- Durham County Library shall provide adequate facilities, access to basic office equipment as required, and a safe work environment for WWT personnel in order to perform the Services
- Durham County Library shall communicate all applicable policies and procedures, e.g., screening, training, security, safety, conduct, etc., to WWT in advance of the commencement of Services by WWT
- Durham County Library shall coordinate the activities of any third party (i.e., not engaged by WWT) subcontractor(s) to prevent delays or hindrances to WWT personnel due to such third-party subcontractor(s)
- Durham County Library shall provide necessary configurations and other relevant documentation to WWT
- Durham County Library shall provide or procure all appropriate hardware, software, and licensing required for any project implementations
- Durham County Library shall schedule and communicate appropriate maintenance windows for installation activities
- Durham County Library shall be responsible for final acceptance of the appropriate solutions presented by WWT
- Durham County Library is responsible for any and all electrical, core drilling, drywall repair, painting, or modifications to millwork

Note: Success of the project is dependent on the responsibilities above. Durham County Library shall complete all required tasks in this section without delay to allow continuous work effort by WWT personnel. If responsibilities indicated above are not completed prior to the deployment date, the project timelines may need to be rescheduled based on WWT engineering availability.

3 Assumptions

In preparing this SOW, WWT made certain assumptions for items not expressly documented during discussions with Durham County Library. Changes to these assumptions may affect scope and cost.

- WWT will not be responsible for any project delays or costs caused by failure to deliver or by delayed provision of information, systems, or feedback from Durham County Library or third party vendors
- Tasks will be completed during normal business hours between 8:00 a.m. and 5:00 p.m. project site local time, Monday through Friday, excluding WWT-observed holidays, unless otherwise negotiated and noted in this SOW
- WWT will assign all staff resources as to best-fit total requirements and no individual employee is being specifically promised or quoted for this project
- WWT shall rely upon any standard operating procedures or practices of Durham County Library and any direction, or regulatory or other guidance provided by Durham County Library as agreed to during the project initiation
- Any configuration or modification made by WWT to any third party software or materials provided by Durham County Library or work incorporating such items will be subject to the ownership and other rights agreed to by Durham County Library with the applicable third party. Durham County Library understands any such configuration or modification may negate the third party warranty and/or support, and WWT will hold no liability for any configuration or modification performed at Durham County Library's direction
- WWT is not providing any warranty regarding, and is not liable for, any third party or Durham County Library software, documentation, equipment, tools or other products or materials, even if recommended by WWT
- Time estimates for the implementation of the solution do not include time required for Customer change control processes. Any change control process delays that impact the time and level of effort to deliver the solution will incur a change order for the time difference
- WWT may deliver the Services through a combination of employees, contractors, and subcontractors working under WWT's direction, at WWT's discretion
- The services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Durham County Library
- All business days worked as part of this project will be consecutive unless agreed to in advance by both Durham County Library and WWT
- Notwithstanding any conflicting or contrary terms in the Agreement, including any applicable order of precedence, Durham County Library understands that WWT personnel located globally may perform the Services herein and, by its authorized signature, Durham County Library expressly acknowledges and approves
- Durham County Library is capable of receiving equipment and transporting it to the install location. This could involve multiple racks
- Knowledge transfer will not include any courseware or formal lab manuals. It will be hands-on knowledge transfer on the deployed solution within the Durham County Library environment. This is an informal sharing of information between technical peers and is intended to supplement but not replace any manufacturer's formal system implementation or administration classes. Formal classroom offerings may be offered and scheduled through WWT

- Onsite work will occur at one (1) physical location unless otherwise specified
- This SOW has been developed based on the assumption that there are no scheduled cutover/change windows or change control requirements. If change control or scheduled cutovers are required, this will be managed through the Change Order process
- If at any time, the United States Government or its duly appointed representatives issues a safety, terrorism, tariff, or other legally binding statement(s) that impacts WWT's ability to transact business in the affected country, WWT reserves the right to defer or exclude scope obligations for the countries impacted. WWT will reduce the cost commensurate with the reduced scope
- If WWT Personnel are required to be onsite during this engagement, the parties are proceeding under the assumption that there are no onsite safety hazards. Durham County Library is not required to complete a WWT Customer Safety Assessment Questionnaire ("Safety Questionnaire"). Upon arrival at each site, WWT Personnel will perform a brief visual inspection for onsite safety hazards. If WWT Personnel identify any onsite safety hazard(s), then Durham County Library will complete a Safety Questionnaire, available at <https://wwt.com/csq>, for each site or for each group of sites with reasonably similar risks. A Change Order will address the onsite hazards, personnel safety measures, and any additional requirements
- Permanent Devices will be installed in the Podium and Equipment Racks
- WWT assumes no additional parts, cables or misc. equipment is needed or supplied by WWT other than those identified in this SOW.
- WWT assumes no liability for the structure of the building walls or additional materials required to be installed upon for the installation of each display. WWT is not responsible or liable for the installation of any display mounted on top of existing whiteboards.
- WWT assumes the customer will provide Static IP addresses and network typology for the installation in a digital format that will be provided before arrival for installation.
- WWT assume free and unfettered access to all facilities during installation times
- Pricing is based upon all displays being installed as a singular installation. Additional re-visits or separation of installation dates may result in a change order or additional charges based upon quantity and schedule
- WWT assumes no engineering drawings are required as part of this SOW. WWT can provide drawings at an additional cost
- WWT assumes no local AHJ permits or inspections are required under this SOW
- WWT assumes no warranty or service for parts not supplied by WWT
- Free and unfettered access to the complete facility for work to be performed
- The system will be fully tested after installation

4 Pricing Summary

This is a Firm Fixed price project as described above. Costs for hardware and software are not included in WWT's fees.

Work will be performed at Durham County Library facilities in the location(s) listed in the Project Sites section and/or remotely. The duration of this project is estimated at eight (8) weeks. The project schedule will support the overall duration of the project and will include events from the project initiation through confirmation of project closure.

The firm fixed labor budget for this work is as follows:

Professional Services

Project Name	Price
Main Library AV Upgrades – Phase One	\$197,392.00
Optional Silver Support – 5 years (Not Included)	\$78,943.00

Note:

- Pricing shown in U.S. dollars. Pricing is valid for ninety (90) days from the date of the SOW
- Taxes are not included in the above pricing
- An invoice will be generated upon completion of the project as described above and following acceptance by Durham County Library
- Payment Terms are net-30 days from WWT invoice date

4.1 Project Change Control

- If either party requests a change to this SOW or in the performance of Services for any reason including:
 - A change to the agreed upon project timeline, schedule, or duration, or
 - An absence of or delay in approvals or access to facilities, equipment, or materials necessary to perform the Services, or
 - Change in the performance of work onsite or remotely, or
 - Identification of onsite hazards and related safety and risk mitigation measures, or
 - Non-compliance or delayed compliance with a condition, responsibility, or assumption set out herein, or
 - A deficiency in fulfillment or delayed fulfillment in Product delivery, or
 - Any other circumstances outside of WWT's control

Then the requesting party will promptly notify the other party, and WWT will prepare and submit to Durham County Library a proposed Change Order (CO). The CO will describe the proposed change(s) and the impact on schedule and cost. Durham County Library will promptly review and either approve or reject a proposed CO in writing within five (5) business days. WWT reserves the right to stop performing the Services pending the resolution of a proposed CO without liability for subsequent delays. A proposed change is not binding on either party until a CO is signed by both WWT and Durham County Library and accompanied by a Purchase Order (if applicable).

- If a proposed change results from a cancellation, delay, or change to an agreed upon project schedule and less than fourteen (14) days' notice has been provided, the CO will include up to two (2) weeks' charges for the scheduled personnel and non-refundable travel expenses (if any)
- If the project is delayed for more than fourteen (14) calendar days, then the project will be rescheduled. WWT will staff the rescheduled project with qualified personnel available at that time
- If the project is delayed for thirty (30) calendar days or more for reasons outside of WWT's direct control, WWT may invoice Durham County Library for work performed, and Durham County Library shall pay such invoice per the payment terms



Appendix 1: Approval to Proceed with Project

The undersigned parties each understand and agree that this SOW accurately sets forth the services that WWT will provide Durham County Library.

Following receipt of signed SOW and Durham County Library's Purchase Order*, a WWT Project Manager will be in contact to discuss next steps. WWT requires a minimum of four (4) weeks' notice to begin project implementation from date of receipt of signed SOW and Durham County Library's Purchase Order*. WWT price quote is valid for ninety (90) days from date of this SOW.

(Signature) _____ (Print Name) _____ Date _____
Durham County Library

(Signature) _____ (Print Name) _____ Date _____
World Wide Technology, LLC

Please return all pages of this signed SOW and Purchase Order* to your WWT Account Manager.

Durham County Library Contact Name _____
Durham County Library Contact Title _____
Durham County Library Phone Number _____
Durham County Library Email Address _____
Project Site Address _____

***If this form is not accompanied by a Purchase Order, please complete the information below:**

Durham County Library Bill to Address	
Durham County Library A/P Representative Name	
Durham County Library A/P Representative Email	
Reference # (for invoicing) if not Purchase Order	

Unless the parties have an executed Master Agreement governing the performance of services hereunder, the terms and conditions contained in the following link shall apply to this SOW.

<https://www.wwt.com/standaloneterms-us>

Appendix 2: Project Completion

The project contracted to WWT has been successfully completed. Durham County Library has inspected the work of WWT and has determined that all assigned tasks, tests, and deliverables have been completed in a professional and quality manner.

WWT Project #:	
Project # TBD	
Site:	Durham County Library Contact:
Project Overview:	
Main Library AV Upgrades – Phase One	

Please sign this document at the completion of the project if properly completed in accordance with the SOW, thereby releasing WWT from any responsibility (outside any other existing contract coverage or warranties) of the project.

(Signature) (Print Name) _____ Date _____
Durham County Library

(Signature) (Print Name) _____ Date _____
World Wide Technology, LLC

Please return this form to your WWT Project Manager



Note: Equipment listed in this quote is included within the OMNIA contract "Other OEMs" Category

Sales Quotation

Quote #	6772754.2
Quote Date	APR-19-2024
Expiration Date	JUN-18-2024
Quote Name	Equipment list for Durham Main Library OMNIA Partners Technology Solutions
Contract	OMNIA / R210407 Exp Date: 05/31/2025

Submitted By

ISR	Peter Marrano Peter.Marrano@wwt.com
AM	Amanda Edwards Amanda.Edwards2@wwt.com

Submitted To

Durham County Library Joe Smith

Issue PO To

World Wide Technology, LLC. 1 World Wide Way Saint Louis, MO 63146 US

Please note MISC_HDW_INSTALL is NOT covered by the OMNIA contract.

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
Auditorium					
1	CBT 70J-1-WH	JBL	2	\$1,518.13	\$3,036.26
	Description: 70 cm J-Shaped Coaxial Line Array with 16 x 1" and 4 x 5" Drivers and Asymmetrical Coverage. Constant				
2	CBT 70JE-1-WH	JBL	2	\$860.54	\$1,721.08
	Description: 70 cm Extension for CBT 70J-1 Line Array, 4 x 5" Drivers. 500W continuous pink noise, 8 ohms, linkin				
3	DCA2422	QSC	1	\$1,532.32	\$1,532.32
	Description: 2 channels, 475 watts/ch @ 8, 825 watts/ch @ 4, 1200 watts/ch @ 2				
4	60-1913-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$2,963.98	\$2,963.98
	Description: IP2P Pro x1 Control Processor				
5	60-1565-02	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$2,526.02	\$2,526.02
	Description: 10" Tabletop TouchLink® Pro Touchpanel - Black				
6	60-1566-02	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$2,526.02	\$2,526.02
	Description: 10" Wall Mount TouchLink® Pro Touchpanel - Black				
7	79-511-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$0.00	\$0.00
	Description: Free Configuration Software for Extron IP Link® Products and GlobalViewer®				

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
8	60-1562-02	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,978.58	\$1,978.58
	Description: 7" Tabletop TouchLink® Pro Touchpanel - Black				
9	MX418D/C	SHURE INCORPORATED	1	\$388.78	\$388.78
	Description: Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Program				
10	RAD-1A	VIKING COMPONENTS	1	\$164.68	\$164.68
	Description: RAD-1A Line Powered Remote Access Device				
11	MISC_HDW_INSTALL	PIXEL TECHNOLOGIES	1	\$542.14	\$542.14
	Description: Installation Hardware (Screws, Ties, Velcro, LV Boxes, Plates, Etc.)				
12	24-4P-L6ASH-BLK	LIBERTY WIRE AND CABLE	2	\$575.46	\$1,150.92
	Description: CAT6A 10G F/UTP 23/4P CMR BLK				
13	106190	PLATINUM TOOLS INC	1	\$128.38	\$128.38
	Description: Cat6A Plug with External Ground (Bag of 100)				
14	14-2C-BLK	LIBERTY WIRE AND CABLE	1	\$580.96	\$580.96
	Description: COMMERCIAL 14/2 CL3R BLACK				

SUBTOTAL : \$19,240.12

Additional Pages: _____



Children's Program

15	60-1911-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,259.10	\$1,259.10
Description: IPCP Pro 250 xi with Lic License					
16	60-1562-02	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,978.58	\$1,978.58
Description: 7" Tabletop TouchLink® Pro Touchpanel - Black					
17	79-511-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$0.00	\$0.00
Description: Free Configuration Software for Extron IP Link® Products and GlobalViewer®					
18	MISC_HDW_INSTALL	PIXEL TECHNOLOGIES	1	\$94.71	\$94.71
Description: Installation Hardware (Screws, Ties, Velcro, LV Boxes, Plates, Etc.)					
SUBTOTAL : \$3,332.39					

Teen Room

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
Teen Room					
19	60-1494-21	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$4,498.75	\$4,498.75
Description: 8x4 4K/60 HDMI with 2 Audio Outputs					
20	60-1271-12	EXTRON ELECTRONICS/RGB SYSTEMS	4	\$434.63	\$1,738.52
Description: HDMI Twisted Pair Transmitter - 230 feet (70 m)					
21	60-1271-13	EXTRON ELECTRONICS/RGB SYSTEMS	4	\$434.63	\$1,738.52
Description: HDMI Twisted Pair Receiver - 230 feet (70 m)					
22	60-1911-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,259.10	\$1,259.10
Description: IPCP Pro xi Control Processor					
23	60-1563-02	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,798.72	\$1,798.72
Description: 7" Wall Mount TouchLink® Pro Touchpanel - Black					
24	79-511-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$0.00	\$0.00
Description: Free Configuration Software for Extron IP Link® Products and GlobalViewer®					
25	GS305P	NETGEAR, INC.	1	\$140.76	\$140.76
Description: 5-Port Gigabit Unmanaged switch with 4 PoE+ ports and 63W power					
26	VPM-4	MIDDLE ATLANTIC PRODUCTS INC	1	\$138.18	\$138.18
Description: 4SP VERT PNL MOUNT					
27	60-190-10	EXTRON ELECTRONICS/RGB SYSTEMS	2	\$151.63	\$303.26
Description: 1U 6" Deep Universal Rack Shelf Kit					
28	PD-815SC	MIDDLE ATLANTIC PRODUCTS INC	1	\$149.17	\$149.17
Description: SLIM PWR STRP,BOUT,15A,W/					
29	MISC_HDW_INSTALL	PIXEL TECHNOLOGIES	1	\$376.04	\$376.04
Description: Installation Hardware (Screws, Ties, Velcro, LV Boxes, Plates, Etc.)					
30	24-4P-L6ASH-BLK	LIBERTY WIRE AND CABLE	1	\$575.46	\$575.46
Description: CAT6A 1DG F/UTP 23/4P CMR BLK					
31	CG00813	CABLES TO GO	2	\$7.15	\$14.30
Description: 6FT CAT6 SNAGLESS STP CABLE-BLK					



LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
12	CG56783	CABLES TO GO	12	\$8.65	\$103.80
	Description: 6ft/1.8M High Speed HDMI Cable w/ Eth				
13	CG56784	CABLES TO GO	4	\$10.24	\$40.96
	Description: 10ft/3M High Speed HDMI Cable w/ Eth				
14	70-077-01	EXTRON ELECTRONICS/RGB SYSTEMS	4	\$47.28	\$189.12
	Description: 1/4 & 1/2 Rack Width, Under-Desk Mount Kit for Two-Piece Enclosure				
					SUBTOTAL : \$13,064.66

Third Floor Landing

15	CG00818	CABLES TO GO	2	\$12.46	\$24.92
	Description: 12FT CAT6 SNAGLESS STP CABLE-BLK				
					SUBTOTAL : \$24.92

Conference Room 3205

36	60-1911-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,259.10	\$1,259.10
	Description: IPCP Pro 250 xi Control Processor				
37	60-1562-02	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,978.58	\$1,978.58
	Description: 7" Tabletop TouchLink® Pro Touchpanel - Black				
38	79-511-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$0.00	\$0.00
	Description: Free Configuration Software for Extron IP Link® Products and GlobalViewer®				
39	PTRK-14MDK	MIDDLE ATLANTIC PRODUCTS INC	1	\$1,477.18	\$1,477.18
	Description: PTRK-14 W/PLEXI & TOP				
40	60-190-10	EXTRON ELECTRONICS/RGB SYSTEMS	2	\$141.52	\$283.04
	Description: 1U 6" Deep Universal Rack Shelf Kit				
41	LBP-1A	MIDDLE ATLANTIC PRODUCTS INC	1	\$46.12	\$46.12
	Description: 10 PACK L LACER BAR				
42	MISC_HDW_INSTALL	PIXEL TECHNOLOGIES	1	\$162.77	\$162.77
	Description: Installation Hardware (Screws, Ties, Velcro, LV Boxes, Plates, Etc.)				
					SUBTOTAL : \$5,782.25

Conference Room 3214

44	60-1911-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,259.10	\$1,259.10
	Description: IPCP Pro 250 xi with Linc License				
45	60-1562-02	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,978.58	\$1,978.58
	Description: 7" Tabletop TouchLink® Pro Touchpanel - Black				
46	79-511-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$0.00	\$0.00
	Description: Free Configuration Software for Extron IP Link® Products and GlobalViewer®				
47	PTRK-14MDK	MIDDLE ATLANTIC PRODUCTS INC	1	\$1,477.18	\$1,477.18
	Description: PTRK-14 W/PLEXI & TOP				
48	LBP-1A	MIDDLE ATLANTIC PRODUCTS INC	1	\$46.12	\$46.12
	Description: 10 PACK L LACER BAR RACK ACCESSORIES				
49	60-190-10	EXTRON ELECTRONICS/RGB SYSTEMS	2	\$141.52	\$283.04
	Description: 1U 6" Deep Universal Rack Shelf Kit				
50	MISC_HDW_INSTALL	PIXEL TECHNOLOGIES	1	\$154.66	\$154.66
	Description: Installation Hardware (Screws, Ties, Velcro, LV Boxes, Plates, Etc.)				
					SUBTOTAL : \$5,198.68

Conference Room 4337

51	60-1911-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,259.10	\$1,259.10
	Description: IPCP Pro 250 xi with Linc License				
52	60-1562-02	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,978.58	\$1,978.58
	Description: 7" Tabletop TouchLink® Pro Touchpanel - Black				
53	79-511-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$0.00	\$0.00
	Description: Free Configuration Software for Extron IP Link® Products and GlobalViewer®				



LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
54	MISC_HDW_INSTALL	PIXEL TECHNOLOGIES	1	\$94.71	\$94.71
Description: Installation Hardware (Screws, Ties, Velcro, LV Boxes, Plates, Etc.)					
SUBTOTAL : \$3,332.39					
Conference Room 4347					
55	60-1911-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,259.10	\$1,259.10
Description: IPCP Pro 250 xi with Linc License					
56	60-1562-02	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$1,978.58	\$1,978.58
Description: 7" Tabletop TouchLink® Pro Touchpanel - Black					
57	79-511-01	EXTRON ELECTRONICS/RGB SYSTEMS	1	\$0.00	\$0.00
Description: Free Configuration Software for Extron IP Link® Products and GlobalViewer®					
58	MISC_HDW_INSTALL	PIXEL TECHNOLOGIES	1	\$94.71	\$94.71
Description: Installation Hardware (Screws, Ties, Velcro, LV Boxes, Plates, Etc.)					
SUBTOTAL : \$3,332.39					
TOTALS					
Subtotal					
\$53,307.80					
Estimated Shipping					
\$0.00					
Estimated Tax					
\$0.00					
Total Price					
\$53,307.80					

This quote is WWT Confidential Information.
Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.
Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.
Due to recent trade tensions between the US and China, increasing tariffs have been levied on goods manufactured in each country that are imported into the other. As a result, prices quoted are subject to adjustment for changes in the tariff rates.
Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.
Products may only be returned in accordance with the original manufacturer's RMA policy.
Items returned after 30 days of receipt may not be returnable due to vendor restrictions.
All delivery dates are approximate and not guaranteed.
Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.
Payment terms are net 30, unless otherwise agreed to by both parties in writing.
All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.
State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.

Audio Visual Solution Investment

	Price
Main Library AV Upgrades – Phase One	\$197,392.00
Hardware Quote #6772754.2	\$53,307.80
Total Hardware and Services	\$250,699.80

Recommended Optional Support:

Optional Silver Support – 5 years	\$78,943
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April 30, 2021

Gregory Brush
Vice President
World Wide Technology
1 World Wide Way
St. Louis, MO 63146
Greg.brush@wwt.com

Re: **Award of Contract #R210407**

Dear Mr. Brush:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 27, 2021, we are pleased to announce that after successful negotiated terms and conditions, World Wide Technology has been awarded an annual contract for the following, based on the sealed proposal (RFP#21-04) submitted on January 19, 2021:

<u>Commodity/Service</u>	<u>Supplier</u>
Technology Solutions, Products and Services	World Wide Technology

This contract is effective June 1, 2021 and will expire on May 31, 2024. As indicated above, your contract # is R210407. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by **Region 4 ESC/OMNIA Partners, Public Sector and World Wide Technology.**

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Deborah Bushnell, the Contract Manager assigned to your contract, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

Sincerely,

DocuSigned by:

Robert Zingelmann

30EE15BFEF1C4C6...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

Through World Wide Technology's cooperative contract, agencies nationwide are able to simplify their procurement process while realizing deeper savings by leveraging the volume of OMNIA Partners.

- **Technology Solutions, Products and Services**

Region 4 ESC - TX | R210407

[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)



World Wide Technology Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Technology Solutions, Products and Services

Region 4 ESC - TX

Contract Number: R210407

Initial Term: June 1, 2021 to May 31, 2024

Renewal Options: Option to renew for two (2) additional one-year periods through May 31, 2026

RENEWED THROUGH May 31, 2025

Not Available in New Jersey

Executive Summary

- Executive Summary
- Product Pricing
- Specialized OEM Pricing
- Labor Rates
- WWT SKU Based Services
- Due Diligence

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)
- [Contract Award Letter](#)
- [Contract Renewal 1](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

Region 4 ESC
Contract # R210407

for

Technology Solutions, Products, and Services

with

World Wide Technology

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and World Wide Technology, effective June 1, 2021:

- I. Appendix A; Supplier Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

Receipt of Addendum No. 1 Acknowledgement

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name World Wide Technology, LLC

Contact Person Gregg Brush

Signature 

Date January 19, 2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

TAB 1 –

Contract and Offer and Contract Signature Form

Appendix A



World Wide Technology

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 27, 2021 by and between World Wide Technology ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology Solutions, Products and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) **Form of Contract.** The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

CONTRACT

1

- 4) **Order of Precedence**. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) **Commencement of Work**. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) **Entire Agreement (Parol evidence)**. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) **Assignment of Contract**. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) **Novation**. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) **Contract Alterations**. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) **Adding Authorized Distributors/Dealers**. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) **TERMINATION OF CONTRACT**
 - a) **Cancellation for Non-Performance or Contractor Deficiency**. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ~~ten~~ thirty (40) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, ~~data~~ and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) **Termination for Cause.** If, for any reason, Contractor materially fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately upon thirty (30) days written notice and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, ~~models~~ and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) **Delivery/Service Failures.** Failure to deliver goods or services within the time specified, or within a reasonable ~~time period~~ as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable ~~time period~~, for all expenses incurred.
- d) **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; outbreaks, quarantines, epidemics or pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of

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strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect ~~30-60~~ business days after the other party receives the notice of cancellation. After the ~~30th-60th~~ business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in ~~current status~~ all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this ~~time~~ ~~period~~, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification

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letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Contractor is a reseller of third-party products and services and sells pursuant to the manufacturer's terms, conditions, and by way of a pre-negotiated discount ("Discount") to the manufacturer's suggested retail price ("MSRP"). Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time limit. Contractor shall offer Region 4 ESC any published price reductionDiscount during the Contract term.

- 18) **Audit Rights.** Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Upon thirty (30) days written notice, Region 4 ESC shall have the authority to conduct random annual audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third- party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) **Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) **New Products/Services.** New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

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- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty Contractor will pass through to Region 4 ESC any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and workmanlike manner. EXCEPT AS SET FORTH HEREIN OR IN AN APPLICABLE SOW, THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR AND ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THE RESULT OF ANY PROFESSIONAL SERVICE OR THAT THE PROFESSIONAL SERVICE WILL MEET REGION 4 ESC'S REQUIREMENTS OR THAT ANY DELIVERABLE BE ERROR-FREE and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general, public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from any third party claims of death, personal injury or property damage resulting from the actions gross negligence or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. In no event shall Contractor's aggregate liability to Region 4 ESC under this Agreement or in any Statement of Work or Purchase Order issued hereunder exceed the total amount paid by Region 4 ESC to Contractor for the products or services giving rise to the claim. SUBJECT TO THE FOREGOING LIMITATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY PERSON FOR LOST BUSINESS OR LOST PROFITS OR ANY INDIRECT,

CONTRACT

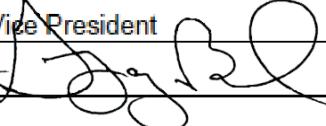
INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES,
HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF
THE POSSIBILITY OF SUCH DAMAGES.

- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Offer and Contract Signature Form (Appendix A)

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name World Wide Technology
Address 1 World Wide Way
City/State/Zip St. Louis, MO 63146
Telephone No. 314-374-0601
Email Address greg.brush@wwt.com
Printed Name Gregory Brush
Title Vice President
Authorized signature 

Accepted by Region 4 ESC:

Contract No. R210407
Initial Contract Term June 1, 2021 to May 31, 2024

Margaret S. Bass
Region 4 ESC Authorized Board Member

4/27/2021
Date

Margaret S. Bass
Print Name

Linda Tinnerman
Region 4 ESC Authorized Board Member

4/27/2021
Date

Linda Tinnerman
Print Name

Appendix B – Terms and Conditions Acceptance Form

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX A DRAFT CONTRACT Page 16	11) TERMINATION OF CONTRACT, a) Cancellation for Non-Performance or Contractor Deficiency	Upon receipt of a written deficiency notice, Contractor shall have thirty (30) days to provide a satisfactory response to Region 4 ESC.	Accepted
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, b) Termination for Cause	If, for any reason, Contractor materially fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract upon thirty (30) days written notice and pursue all other applicable remedies afforded by law.	Accepted
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, d) Force Majeure	The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		States or the State of Texas or any civil or military authority; insurrections; riots; outbreaks, quarantines, epidemics or pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.	
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, e) Standard Cancellation	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 60 business days after the other party receives the notice of cancellation. After the 60th business day all work will cease following completion of final purchase order.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	17) Price Adjustments	Contractor is a reseller of third-party products and services and sells pursuant to the manufacturer's terms, conditions, and by way of a pre-negotiated discount ("Discount") to the manufacturer's suggested retail price ("MSRP"). Contractor shall offer Region 4 ESC any published Discount during the Contract term.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	18) Audit Rights	Upon thirty (30) days written notice, Region 4 ESC shall have the authority to conduct random annual audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	22) Warranty Conditions	All supplies, equipment and services shall include manufacturer's minimum standard warranty. Contractor will pass through to Region 4 ESC any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		workmanlike manner. EXCEPT AS SET FORTH HEREIN OR IN AN APPLICABLE SOW, THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR AND ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THE RESULT OF ANY PROFESSIONAL SERVICE OR THAT THE PROFESSIONAL SERVICE WILL MEET REGION 4 ESC'S REQUIREMENTS OR THAT ANY DELIVERABLE BE ERROR-FREE.	
APPENDIX A DRAFT CONTRACT Page 20	30) Indemnity	Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from any third party claims of death, personal injury or property damage resulting from the gross negligence or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. In no event shall Contractor's aggregate liability to Region 4 ESC under this Agreement or in any Statement of Work or Purchase Order issued hereunder exceed the total amount paid by Region 4 ESC to Contractor for the products or services giving rise to the claim. SUBJECT TO THE FOREGOING LIMITATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY PERSON FOR LOST BUSINESS OR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	Accepted

TAB 2 – Products/Pricing



World Wide Technology

2.0 Products/Pricing

A. Product Price List

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

WWT is offering a variety of Manufacturers which fall into the 6 Categories posed in the RFP, 1. Computer Systems, 2. Monitors, 3. Network Equipment, 4. Services, 5. Peripherals, 6. Software and Licensing. We have displayed the pricing by OEM and product category in the below listed chart. Additionally, as a Value-Add WWT is offering all other OEM's available at a 2% Discount off List.

WWT will be offering the following product and services pricing, which is a fixed discount percentage off Manufacturers List prices (MSRP).

Palo Alto Networks	Discount off List
Hardware	20%
Subscriptions	15%
Support	10%
RedLock, Twistlock & Demisto	5%
Labor / Professional Services	0%
Cisco	Discount off List
Hardware and Software (on premise)	35%
Cloud Services	10%
Service Packages (i.e., Maintenance, etc.)	10%
Training	0%
Non-SOW Cisco Services (i.e. Advanced, etc.)	0%
Netapp	Discount off List
Hardware	16.50%
Services/Subscriptions	16.50%

Pure Storage	Discount off List
Hardware	41%
Services/Subscriptions	13%
Planar	Discount off List
LED Video Wall	10%
LCD Video Wall	10%
Large Format	10%
Transparent OLED	10%
Desktop & Touch	5%
Rear Projection Wall Video	10%
Media Player	10%
Software Players	10%
IR Prognosis	Discount off List
Subscription Software	15%
Services	0%
Stress Test Services	5%
ISI	Discount off List
Subscription 1 yr	10%
Subscription 3 yr	12%
Subscription 5 yr	14%
Cinnemassive	Discount off List
Core Product	5%
Core Services	5%
Additional OEM's	Discount off List
All other OEM's available from WWT	2%

Additionally, WWT is offering the following categories for Professional and Integration Services. WWT reserves the right to review and evaluate labor and integration rates on an annual basis for price adjustments.

WWT NAIC Rates for Staging, Configuration, Imaging, Asset tagging and Testing	
Service	Per Device Cost
NAIC Integration Base charge for Laptop, PC, Tablets (Up to first 20 devices)	\$127.45
NAIC Integration Add-On charge for Laptop, PC, Tablets (additional devices when purchased with the first 20)	\$43.55
NAIC Integration Base charge for Smart Devices (Access Point, IP Phone, Smartphone, Printer, IOT) (Up to first 20 devices)	\$110.30
NAIC Integration Add-on charge for Smart Devices (Access Point, IP Phone, Smartphone, Printer, IOT) (additional devices when purchased with the first 20)	\$26.45
NAIC Integration Base charge for UPS, Router, Switch, Server, Appliance, Storage Up to 9RU per Device (Up to first 10 devices)	\$366.40
NAIC Integration Add-on charge for UPS, Router, Switch, Server, Appliance, Storage Up to 9RU per Device (additional devices when purchased with the first 10)	\$198.80
NAIC Integration Base charge for UPS, Router, Switch, Server, Appliance, Storage 10RU+ per Device (Up to first 5 devices)	\$627.00
NAIC Integration Add-on charge for UPS, Router, Switch, Server, Appliance, Storage 10RU+ per Device (additional devices when purchased with the first 5)	\$291.60

Please note that the Professional Services hourly rates provided below are based on not to exceed and additional discounts maybe available based on duration and other factors.

WWT NTE Labor Rates		
Category	Role	Hourly Rate
Architect	Solution Architect - All Technologies	\$284.00
Network	Network Engineer	\$197.00
	Network Engineer > 6 months FTE	\$148.00
	Sr. Network Engineer	\$264.00
	Sr. Network Engineer > 6 months FTE	\$199.00

WWT NTE Labor Rates		
Category	Role	Hourly Rate
Cloud	Cloud Engineer	\$195.00
	Cloud Platform Architect	\$234.00
	Cloud Application Architect	\$217.00
Data Center	Data Center Engineer	\$197.00
	Data Center Engineer > 6 months FTE	\$148.00
	Sr. Data Center Engineer	\$257.00
	Sr. Data Center Engineer > 6 months FTE	\$194.00
EUC	End User Computing Engineer	\$166.00
	End User Computing Engineer > 6 months FTE	\$142.00
	Sr. End User Computing Engineer	\$201.00
	Sr. End User Computing Engineer > 6 months FTE	\$173.00
Security	Security Engineer	\$204.00
	Security Engineer > 6 months FTE	\$157.00
	Sr. Security Engineer	\$268.00
	Sr. Security Engineer > 6 months FTE	\$202.00
	Security Consultant	\$265.00
	Principal Security Consultant	\$339.00
Wireless	Wireless Engineer	\$204.00
	Wireless Engineer > 6 months FTE	\$154.00
	Sr. Wireless Engineer	\$236.00
	Sr. Wireless Engineer > 6 months FTE	\$178.00
Voice	Unified Communications Engineer	\$204.00

WWT NTE Labor Rates		
Category	Role	Hourly Rate
PMO	Unified Communications Engineer > 6 months FTE	\$154.00
	Sr. Unified Communications Engineer	\$261.00
	Sr. Unified Communications Engineer > 6 months FTE	\$197.00
	Sr. Contact Center Engineer	\$300.00
	Sr. Contact Center Engineer > 6 months FTE	\$226.00
Technology & Business Advisory	Program Manager	\$273.00
	Program Manager > 6 months FTE	\$210.00
	Project Manager	\$229.00
	Project Manager > 6 months FTE	\$176.00
	Project Coordinator	\$111.00
	Project Coordinator > 6 months FTE	\$86.00
Digital Strategy	Technology Advisory Services - Enterprise Architect	\$302.00
	Technology Advisory Services - Consultant	\$211.00
	Technology Advisory Services - Lead Consultant	\$299.00
	Technology Advisory Services - Principal Consultant	\$316.00
	Business Analytics Advisor - Consultant	\$190.00
	Business Analytics Advisor - Data Scientist	\$160.00
	Business Analytics Advisor - Sr Consultant	\$278.00
	Chief Technology Advisor	\$350.00
	Digital Strategy - Digital Client Director	\$270.00
	Digital Strategy - Strategist	\$294.00
	Digital Strategy - Technologist	\$213.00

WWT NTE Labor Rates		
Category	Role	Hourly Rate
	Digital Strategy - UX Creative Consultant	\$119.00
	Digital Strategy - UX Creative Directory	\$203.00
Training & Adoption Services	Trainer	\$117.00
	Sr. Trainer	\$237.00
Layer 1	Layer 1 Technician	\$135.00
Application Development	Agile Business Analyst	\$170.00
	Agile Coach	\$306.00
	Agile Delivery Manager	\$327.00
	Agile Delivery Lead	\$254.00
	Agile Delivery Staff	\$88.00
	Agile Software Engineer	\$207.00
	Agile UX Consultant	\$154.00
	Agile UX Frontend Engineer	\$167.00
	Agile UX Mentor	\$229.00
	Agile QA Analyst	\$142.00
	Agile QA Engineer	\$160.00
	Agile Product Owner	\$255.00

B. Electronic Catalog

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- *Manufacturer part #*
- *Offeror's Part # (if different from manufacturer part #)*
- *Description*
- *Manufacturers Suggested List Price and Net Price*
- *Net price to Region 4 ESC (including freight)*

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

WWT is offering this following OEMs with the included price files.

- Palo Alto
- Cisco
- Netapp
- Pure Storage
- Planar
- IR Prognosis
- ISI
- Cinnemassive

C. Pricing Availability

iii. Is pricing available for all products and services?

WWT is providing pricing as a percentage off MSRP for all OEM products and services listed in section 2.0 Products/Pricing. Additionally, WWT is offering OMNIA Partners pricing for all manufacturers we have access to resell via our OEM partners and Distribution channels.

D. Lease/Rental Options

iv. Describe lease/rental options available including financing information

WWT offers competitive leasing options with reasonable end-of-lease terms and conditions providing the flexibility to efficiently acquire, update and replace equipment. These options enhance customer business value by bridging the gap between technology requirements and fiscal planning.

World Wide Technology Financial Services provides our largest enterprise and public sector customers with customized payment structures based on their current business strategies and future visions. Our programs include payment plans for hardware, Enterprise License Agreements (EAs), software, services and maintenance. We take into consideration cash flow, annual budget availability and in-production timelines. We partner with large strategic OEM funding partners, banks and independent partners.

Program Basis:

- Funding Commencement based upon capital outlay vs. budget/revenue realized
- Terms: 24 months to 60 months
- Payment Terms: monthly, quarterly or annually
- Transaction Size: \$250K to \$300M
- Available Structures: Capital, FMV-Refresh, Delayed Payment Start Dates and Step Payments
- Reorganization of Capital: Payment Options for Pre-Purchased IT hardware, maintenance and EAs
- Simplified Documentation
- WWT coordinates all aspects of the transactions

E. Shipping Charges

v. Describe any shipping charges.

Shipping point is FOB Destination, except for Hawaii and Alaska, which is Origin. Shipping charges will also be added for expedited shipping.

F. Pricing Warranties

vi. Provide pricing for warranties on all products and services.

All supplies, equipment and services shall include manufacturer's minimum standard warranty. Contractor will pass through to Region 4 ESC and OMNIA Partners any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and workmanlike manner. Except as set forth herein or in an applicable SOW, the foregoing are the sole and exclusive warranties given by contractor and are in lieu of and exclude all other express or implied warranties or conditions arising by operation of law or otherwise, including without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement. Contractor does not warrant the result of any professional service or that the professional service will meet Region 4 ESC's requirements or that any deliverable be error-free.

G. Return and Restocking Fees

vii. Describe any return and restocking fees.

Products may only be returned or cancelled in accordance with the applicable manufacturer's return policy. Out of Policy requests are subject to acceptance by OEM and a restocking fee may apply. In the event of approval of a return request, (i) any allowed outgoing prepaid freight costs will apply, (ii) all returns must be shipped freight prepaid at Customer's expense, and (iii) Customer must pay WWT's return charge. Customer may cancel orders only upon reasonable advance written notice and upon WWT's approval and payment to WWT of WWT's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by WWT and a reasonable profit thereon. WWT's determination of such cancellation charges shall be conclusive.

H. Additional Discounts or Rebates

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

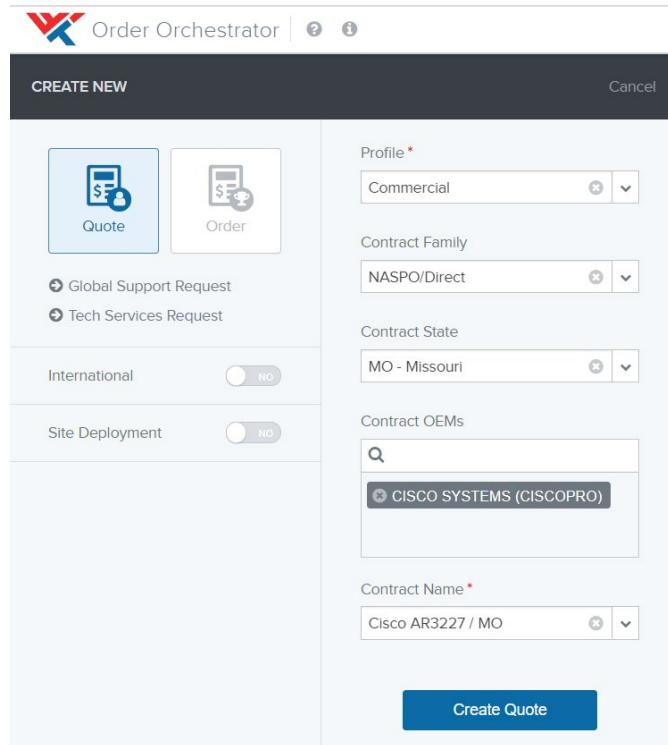
WWT will strive to offer additional quantity or volume discounts on various manufacturers. We will work with procurement officers as well on specific large projects based on the details, customization and potential for discounted pricing based on large volume. Payment Methods and Contract Pricing

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

Each quote provided to customer will include the assigned Omnia contract number listed. Each quote will also be validated by a dedicated Inside Sales Representative to confirm pricing is current, accurate, and compliant with the contract.

An example of this process is provided below of how the contract will be set up in ORCHA our internal quote system.

WWT will accept payments via Purchase order or credit card.



CREATE NEW

Profile *: Commercial

Contract Family: NASPO/Direct

Contract State: MO - Missouri

Contract OEMs: CISCO SYSTEMS (CISCOPRO)

Contract Name *: Cisco AR3227 / MO

Create Quote

Contract #

[View Reference Guide](#)

Cisco AR3227 / MO - AR3227-MO

Each customer's quote will reference the contract number as shown below.