

# 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\_X\_ NO\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Requires BOCC Approval? YES\_\_ NO\_X\_ Date of BOCC Approval: \_\_\_\_\_

COUNTY ATTORNEY

Reviewing Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

REQUISITIONER

DocuSign E-Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/E-Mail: \_\_\_\_\_

PURCHASING MANAGER

\_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

Additional Comments/Instructions by Department:

FUNDS RESERVATION# \_\_\_\_\_

Purchasing Comments:



A Waiver of Subrogation applies in favor of Durham County on the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Cyber Liability policies.

RE: NWN - EA Renewal - \$1,729,707.12



Simmons, Kierra

To ● Minor, Tamara D.  
Cc ● Wilson, Ryan G.

You replied to this message on 5/29/2026 11:58 AM.

Reply
 Reply All
 Forward

Fri 5/29/2026 11:54 AM

Approved as to form (so long as the updated quote does not change any of the existing terms).

Thank you,

**Kierra Simmons Penix, Esq., CHPSE, CAPO | ASSISTANT COUNTY ATTORNEY**



County Attorney

[ksimmons@dconc.gov](mailto:ksimmons@dconc.gov)

200 East Main Street, 3<sup>rd</sup> Floor  
Durham, North Carolina 27701

Office (919) 560-0732 | Fax (919) 560-0714 | Cell (984) 260-5752

RE: NWN - EA Renewal - \$1,729,707.12 - Message (HTML)

File **Message** Help Acrobat Tell me what you want to do

Delete	Archive	Reply	Reply All	Forward	Share to Teams	All Apps	Quick Steps	Move	Tags	Editing	Immersive	Translate	Zoom	Reply with Scheduling Poll	Arctic Wolf	Viva Insights
		Respond			Teams	Apps	Quick Steps					Language	Zoom	Find Time	Arctic Wolf Ad...	Add-in

RE: NWN - EA Renewal - \$1,729,707.12



Wilson, Ryan G.

To ● Minor, Tamara D.

You replied to this message on 6/3/2026 11:58 AM.

Reply
 Reply All
 Forward

Wed 6/3/2026 11:52 AM

Hey there,

My apologies. I've reviewed and the COI is approved.

Thanks!

**RYAN G. WILSON, MBA, ARM | Risk Manager**



County Attorney

Coverage Name: Cyber Tech E&O

Policy Number: 730000067-0001

Policy Term: 05/07/2026-05/07/25027

Issuing Company: Markel Syndicate Management Limited, MKL 3000

Limits: \$ 5,000,000

Retention: \$ 250,000

Coverage Name: Cyber Tech E&O (1st Excess)

Policy Number: XCE-480248V-01

Policy Term: 05/07/2026-05/07/25027

Issuing Company: Westfield Specialty Insurance Company

Limits: \$ 5,000,000

Coverage Name: Cyber Tech E&O (2nd Excess)

Policy Number: EOL-378502

Policy Term: 05/07/2026-05/07/25027

Issuing Company: Crum & Forster Specialty Insurance Company

Limits: \$ 5,000,000

Coverage Name: Crime Coverage

Policy Number: P-001-001606859-02

Policy Term: 05/07/2026-05/07/25027

Issuing Company: Axis

Limits: \$ 5,000,000

Retention: \$ 50,000



**STATE OF NORTH CAROLINA  
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)  
STATEWIDE IT PROCUREMENT OFFICE**

**Statewide IT Contract Number 204X – IT Infrastructure Solutions**

Bid / Solicitation Number ITS-400277

Contract Award Type CONVENIENCE

Current Effective Dates **July 1, 2018 through June 30, 2026**  
Renewals: Two (2) one-year options

Contract Administrator Debbie Patterson  
Email: [debbie.patterson@nc.gov](mailto:debbie.patterson@nc.gov)  
Tel: 919-754-6619

Scope

The Department of Information Technology created this Statewide IT Contract to provide IT Infrastructure Solutions for purchase, with options for support, to Agencies within the State of North Carolina. The scope of the 204X Statewide IT Contract is defined in Table 1:

Segment	Segment Description
Servers	Physical servers, including rack-mounted, blades, and tower models, virtual servers, and related emerging technologies
Storage	Enterprise mass storage components, purchased as standalone units or as part of a storage system containing several unique items, and related emerging technologies
Networking Equipment	Physical devices which are required for communication and interaction between devices on a computer network, and related emerging technologies (e.g., L1-L7 networking devices: repeaters, extenders, optical, switches, routers, firewalls, gateways, and IP Telephony)
<b>IT Infrastructure Software</b>	Software used in the operation, maintenance, or management of IT Infrastructure Solutions within the scope of this contract (e.g., IT hardware management software, software defined storage, network modeling software, performance monitoring software)
Converged IT Infrastructure Solutions	Includes pre-engineered converged and hyper-converged enterprise infrastructure solutions that integrate one or more IT infrastructure elements (e.g., servers, storage, networking equipment, virtualization, management software) and related emerging technologies
IT Infrastructure Peripheral Components	Peripherals (e.g., memory, hard drives, racks, additional processors, cables) must be able to attach to, work with, and be supported by the IT Infrastructure Solutions and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripheral Options (procured by themselves) may be purchased under this contract in amounts up to <b>\$25,000</b> .
Value Added Services	<b>NOTE: The 204X contract is not a Services only contract. Any Value Added Services must be related to or in conjunction with hardware or software purchases made under this contract</b>  For Value Added Services, Vendor and Agency shall develop a mutually agreed upon written Statement of Work subject to the terms and conditions of this contract to describe in detail the Value Added Services being provided by the Vendor to the Agency and the specific pricing for these Value Added Services. Value Added Services related to IT Infrastructure Solutions include roadmap planning, site assessments, design, configuration, manufacturing (e.g., assembly, configuration), installation, implementation, training, move / add / changes, hard drive retention, end of life disposal / recycling, and support and maintenance, including extended maintenance renewals for hardware and associated software, middleware, and firmware.

Table 1: Scope of 204X Statewide IT Contract

The contract shall be a Statewide IT **CONVENIENCE** Contract for the use of Executive State Agencies and non-Executive State Agencies as permitted by law. This is not a mandatory IT Statewide Term Contract. Non-Executive State Agencies include the North Carolina University System and its member campuses, Instructional components of the Department of Public Instruction, Instructional components of the North Carolina Community College System, as well as local (municipal and county) governments.

**There is no minimum order size or spending limit on this contract.**

**PLEASE NOTE: Any State Agency that will be using a 204X Vendor Solution which is Cloud-Based or Software as a Service (SaaS) must submit a request to the State CIO for a hosting exception via the Exception Process located at the following link: <https://it.nc.gov/documents/exception-resources>**

NC State IT Contract 204X Manufacturers:		
<del>Aerohive Networks</del> (Purchased by Extreme Networks)	Fujitsu (Removed 6/9/2020)	Ruckus Wireless (formerly Ruckus Networks)
APC by Schneider Electric IT Corp.	Gigamon	Symantec
Arista Networks	<del>Hedvig</del> (Removed 7/31/2020)	Tripp Lite
Avaya	Hewlett Packard Enterprise	Veritas <b>**Only non-Cloud Software**</b>
Belkin	Hitachi	CA Inc., a Broadcom Company (formerly VMware, Inc.)
<del>BlueCat Networks</del> (Removed 6/15/2023)	IBM	
Ciena	Infloblox	
Cisco	Juniper Networks	
Cohesity	Kyndryl, Inc.	
Dell	Lenovo	
EMC	NetApp	
Extreme Networks	Nutanix	
F5 Networks	Palo Alto	
Forescout Technologies	Pure Storage	
<del>FireEye Security Holdings, LLC.</del> (removed 6/30/2025)	Riverbed	
Fortinet	Rubrik	

Abnormal Quantities Threshold

Any request that exceeds **\$250,000** must be reviewed and approved by the Statewide IT Procurement Office before a Purchase Order can be issued.

For NC eProcurement Users, the system will automatically add the appropriate NCDIT Approvers and the Statewide IT Procurement Office to your Approval Flow.

For Non-NC eProcurement Users, you must email your request (including the Vendor quote and your documentation) to the following address:

To: [Submit2.StatewideIT@its.nc.gov](mailto:Submit2.StatewideIT@its.nc.gov)

(Please include “Abnormal Quantity Request STC 204A” in the subject line of the email).

The Statewide IT Procurement Office, in consultation with the procuring Agency, may process the request in one or more of the following ways:

1. Purchase may be authorized at current pricing with current Vendor(s)
2. Additional discounts from current pricing level may be negotiated with current vendor(s) or approved resellers
3. A separate Invitation for Bids may be issued for the requirement

**NOTE: Effective June 10, 2021** – Per the Enterprise Security and Risk Management Office (“ESRMO”), State Agencies must submit a **Vendor Readiness Assessment Report (“VRAR”)** for any State hosted or Cloud hosted vendor solutions.

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Cisco Systems, Inc.	ePlus Technology, Inc.	1213 W. Morehead St. Suite 350 Charlotte, NC 28208	<p><b><u>Inside Sales – State and Local Governments, Education</u></b>  Kelly Manning  Email: <a href="mailto:kmanning@eplus.com">kmanning@eplus.com</a>  Phone: 910-679-3726</p> <p><b><u>Outside Sales – State and Local Governments, Education</u></b>  Alex Medina  Email: <a href="mailto:Alex.Medina@eplus.com">Alex.Medina@eplus.com</a>  Phone: 919-425-5643</p>
	NWN Carousel	7025 Albert Pick Road Suite 302 Greensboro, NC 27409	<p><b><u>Inside Sales for State and Local Governments</u></b>  Tracy Johnson  Email: <a href="mailto:TJohnson@nwn.ai">TJohnson@nwn.ai</a>  Phone: 781-472-3485</p> <p><b><u>Outside Sales for State and Local Governments</u></b>  JP Pennington  Email: <a href="mailto:jpennington@nwn.ai">jpennington@nwn.ai</a>  Phone: 803-629-8407</p> <p><b><u>Academic Sales (K-12 Local Education Authorities)</u></b>  James Welch  Email: <a href="mailto:jwelch@nwn.ai">jwelch@nwn.ai</a>  Phone: 919-795-5946</p> <p><b><u>Academic Sales (Higher Education)</u></b>  Tommy Coleman  Email: <a href="mailto:tcoleman@nwn.ai">tcoleman@nwn.ai</a>  Phone: 336-232-5248</p>
	Presidio Networked Solutions, LLC	5444 Wade Park Blvd. Raleigh, NC 27607	<p><b><u>Inside Sales – State and Local Governments</u></b>  Holly Pecyna  Email: <a href="mailto:hpecyna@presidio.com">hpecyna@presidio.com</a>  Phone: 631-406-4590</p> <p><b><u>Outside Sales – State and Local Governments</u></b>  Shawn Alba  Email: <a href="mailto:salba@presidio.com">salba@presidio.com</a>  Phone: 919-592-9676</p> <p><b><u>Sales – K-12</u></b>  Charles West  Email: <a href="mailto:charleswest@presidio.com">charleswest@presidio.com</a>  Phone: 919-228-6138</p> <p><b><u>Sales – Higher Education</u></b>  Mary Steindl  Email: <a href="mailto:msteindl@presidio.com">msteindl@presidio.com</a>  Phone: 919-228-6129</p>

Manufacturer	Awarded Vendor	Minimum Discount %s off MSRP / List Price					
		Servers	Storage	Networking Equipment	Software	Converged Solutions	Peripheral Components
Arista Networks	Arista Networks			42% HW 42% SW 10% EW	42%	42% HW 42% SW 10% EW	
Avaya Inc.	Avaya			39% HW 39% SW 6% EW		24% SW 6% EW	39% HW 6% EW
Belkin	CDWG	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3%	3% HW 3% SW 3% EW	3% HW 3% EW
Ciena Communications	Ciena Communications			58% HW 58% SW 58% EW			
Cisco Systems, Inc.	Cisco	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	10%  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)
Cohesity, Inc.	Carahsoft		2% HW 2% SW 2% EW				
Dell Marketing, LP	Dell Marketing, LP	13.5% HW .5% SW .5% EW	13.5% HW .5% SW .5% EW	5% HW .5% SW .5% EW	.5%	2.5% HW .5% SW .5% EW	2.5% HW .5% EW
EMC Corporation	EMC Corporation		32% HW 32% SW 5% EW	32% HW 32% SW 5% EW	23%	15% HW 15% SW 5% EW	
Extreme Networks	Extreme Networks			48% HW 48% SW 15% EW	48%		48% HW 15% EW
F5 Networks	Carahsoft			4% HW 4% SW 4% EW		4% HW 4% SW 4% EW	
FireEye Security Holdings, LLC.	Carahsoft	5% HW 1% SW 1% EW	5% HW 1% SW 1% EW	5% HW 1% SW 1% EW	1%	5% HW 1% SW 1% EW	5% HW 1% EW
Forescout Technologies	Carahsoft			2% HW 2% SW	2%		
Fortinet, Inc.	Fortinet, Inc.			20% HW 15% SW 15% EW			20% HW
Gigamon	Carahsoft			9% HW 9% SW 4% EW			

Manufacturer	Awarded Vendor	Minimum Discount %s off MSRP / List Price					
		Servers	Storage	Networking Equipment	Software	Converged Solutions	Peripheral Components
Veritas	Carahsoft	25% SW 5% EW	25% SW 5% EW		25%	25% HW 5% EW	5% EW
CA Inc., a Broadcom Company (formerly VMware, Inc.)	VMware	4.00% SW 2.27% EW	4.00% SW 2.27% EW	4.00% SW 2.27% EW	4%		

Table 3: Awarded Vendors' Minimum Discount Percentages Off MSRP / List Price by Segment

**NOTE:** Vendors may offer higher discounts at any time during the contract. Some Vendors may offer more favorable discounts for Academic / Education entities. **Purchasing entities are encouraged to request from Vendors more favorable pricing for larger purchases.**

Service Level Agreements

DIT has included specific Service Level Agreements (SLAs) in this contract to manage the Vendors' performance (see Table 4).

SLA Name	SLA Description	Minimum Threshold
Delivery Time	<p>Delivery Time is the number of calendar days between Vendor's receipt of a valid request for IT Infrastructure Solutions and the date the IT Infrastructure Solutions are delivered.</p> <p>Vendor shall process Agency purchase order and deliver ordered IT Infrastructure Solutions within <b>thirty (30) calendar days</b>.</p> <p>Agency requested delivery dates that are past the established minimum threshold are excluded from this Service Level Agreement. Orders for Converged IT Infrastructure Solutions or complex, highly configured IT Infrastructure Solutions are excluded from this Service Level Agreement. Delays in delivery due to industry-wide component shortages or region-wide transportation delays that are submitted in writing to the Agency with supporting documentation are not included in the calculation of this Service Level Agreement.</p>	95%
Quote Time	<p>Quote Time is the number of calendar days between Vendor's receipt of a request for quote on IT Infrastructure Solutions and the date the written quote is delivered to the Agency.</p> <p>Vendor shall process Agency requests for quotes for IT Infrastructure Solutions <b>within five (5) business days</b> for items in the Servers, Storage, Networking Equipment, IT Infrastructure Software, and IT Infrastructure Peripheral Components Segments.</p> <p>Vendor shall process Agency requests for quotes for IT Infrastructure Solutions <b>within ten (10) business days</b> for items in the Converged IT Infrastructure Solutions and Value-Added Services Segments.</p>	95%
Order Accuracy	<p>Order Accuracy is the degree that Vendor delivers items to the Agency that match what is on the Purchase Order and that an accurate packing slip is included in the shipment. If a single item received does not match the item that was listed on the Purchase Order, or an accurate packing slip is not included in the shipment, then the delivery is considered to be inaccurate for purposes of measuring this Service Level Agreement. Agency shall notify Vendor in writing (e.g., email) of any order accuracy issues.</p>	98%
Invoice Accuracy	<p>Vendor shall issue invoices that match the Agency Purchase Order issued to the Vendor and the Vendor's quote.</p>	98%

Table 4: Service Level Agreement Minimum Thresholds

Agencies should notify the DIT Contract Administrator if Vendor's performance falls below the minimum thresholds specified in Table 4 for any one-month period.

Return of Merchandise

Return policies vary by Vendor. Agencies should review Vendor's return policy prior to ordering as some Vendors do not accept stock balance returns unless due to Vendor error.

See Table 5 for specific return policy by Manufacturer.

Manufacturer	Return Policy
<b>APC by Schneider Electric</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Arista Networks</b>	No stock balance returns
<b>Avaya Inc.</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Belkin</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Ciena Communications</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Cisco Systems, Inc.</b>	No stock balance returns.
<b>Cohesity</b>	No stock balance returns.
<b>Dell Marketing, LP</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>EMC Corporation</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Extreme Networks</b>	No stock balance returns. Only warranty replacements or repair offered.
<b>F5 Networks</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, no returns permitted.
<b>FireEye Security Holdings, LLC.</b>	No stock balance returns. Only warranty replacements or repair offered.
<b>Forescout Technologies, Inc.</b>	No stock balance returns
<b>Fortinet, Inc.</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Gigamon</b>	No stock balance returns.
<b>Hewlett Packard Enterprise</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Hitachi</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>IBM</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Infoblox</b>	No stock balance returns
<b>Juniper Networks</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Kyndryl, Inc.</b>	N/A. Services
<b>Lenovo (United States), Inc.</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>NetApp</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Nutanix</b>	No stock balance returns.
<b>Palo Alto Networks</b>	No restocking fees on returns if customer has a form of Premium Support.
<b>Pure Storage, Inc.</b>	If equipment is factory sealed and returned within 30-days of delivery date, Pure Storage will consider returns on a case by case basis.
<b>Riverbed</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Rubrik</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Ruckus</b>	If equipment is factory sealed and returned within 30-days of delivery date, Ruckus will consider returns on a case by case basis.
<b>SecureWorks</b>	Not applicable.

**THIS CONTRACT** is made, and entered into this the day of June 15, 2026, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), and NWN Corporation, a Corporation, Limited Liability Company, Individual, or other Entity 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 hereinafter 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. In the case of a conflict between this base contract and any attachment, the terms of this base contract shall control. 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 full compliance with the terms of this contract. 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 15 , 2026. 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 06/15/2026 to 06/14/2029 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.**

**3a.** CONTRACTOR shall receive from COUNTY an amount not to exceed One million seven hundred twenty-nine thousand seven hundred seven dollars and twelve cents (\$1,729,707.12) 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 COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

**3b.** The Parties agree and acknowledge that any and all payments described herein are contingent upon prior budgetary approval by the Durham County Board of Commissioners (the Board) for the fiscal year during which services required by this contract are rendered. The Parties agree and acknowledge that if this contract is signed prior to budgetary approval being granted, that COUNTY may terminate the Contract if the requisite approval is not given, pursuant to Section 8.3 below.

- 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 contain 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 Health 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 the 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.

**5.7 PUBLIC RECORDS.** It is expressly understood that as a governmental entity, the COUNTY is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for information which has been properly labeled as a Trade Secret or Confidential Information, the COUNTY will assert that those are exempt as a Trade Secret or Confidential Information under that Act. Proper labeling will include annotating the bottom of any written document (on the cover and each individual page containing such information) or e-mail with the following footer in at least 12-point bold face type “**Confidential Information**”. Any material labeled as Confidential Information constitutes a representation by CONTRACTOR that it has made a reasonable effort in good faith to determine that such material is, in fact, confidential as defined in N.C. Gen. Stat. § 132-1.2. The COUNTY has no duty or obligation to limit access to information which is not explicitly marked in accordance with this provision.

Should the requestor initiate legal action to compel production, the COUNTY shall notify CONTRACTOR of the action and offer it the opportunity to intervene and defend same. The COUNTY shall have no duty to defend the action, and CONTRACTOR agrees to fully indemnify COUNTY for all costs related to such litigation. Should the COUNTY receive a subpoena or court order for the protected information, it will contact CONTRACTOR and afford it the opportunity to intervene in the action under the same terms and conditions as noted above.

**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. CONTRACTOR shall indemnify and hold harmless the County of Durham, their respective officers, agents, servants and employees from and against all claims, losses, and damages arising out of CONTRACTOR’s performance under this Contract. CONTRACTOR acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or negligent acts of CONTRACTOR or CONTRACTOR’s agents, employees, subcontractors, vendors, or invited guests. CONTRACTOR also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft of or from, COUNTY property, to the degree said theft, damage, or claim arises from or is otherwise related to CONTRACTOR’s performance under this contract. This indemnification shall survive the termination of this agreement.

**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.

**7.4 Cyber Liability:** when applicable based on scope of work, policy must cover breach costs, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and loss at 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. COUNTY reserves the option to require additional or increased insurance coverages if, in the opinion of COUNTY, such coverage is necessary to properly manage the risk related to this contract. COUNTY shall give notice to CONTRACTOR of any such requirements prior to the execution of this contract, or within such reasonable time as COUNTY becomes aware of the need for such additional or increased coverages.

## **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 or comply with 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.

**8.3 CONTINGENT FUNDING/NON-APPROPRIATIONS.** If, at any time after the execution of this Contract, the required funding for this contract is not approved by the Durham County Board of Commissioners, COUNTY may terminate this contract immediately. COUNTY shall notify CONTRACTOR of the non-approval and termination within 30 days of the Board's decision.

Termination of this Contract, under either section 8.1, 8.2, or 8.3 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. CONTRACTOR shall provide the necessary labor, security, permits and safety measures required to provide Services hereunder.

**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, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, disability, or any other protected category under local, state, or federal law. 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. **Failure to comply with this provision 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 NC Works Web Site 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.**

A. For Particular Facilities:

1. For County Facilities other than Youth Home or Sheriff Facilities: with the exception of the Security contractor security personnel who have completed a Private Protected Services Board (PPSB) background check, the COUNTY is responsible for requesting 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.
2. Youth Home Facilities: Youth Home public safety classifications background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check falls under the requirements of the North Carolina Criminal Standards. and provided that the criminal history check is done nationwide.
3. Sheriff Facilities - Courthouse and Detention Center: The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center.

B. General Provisions.

A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will complete the background check process prior to commencing work at Durham County Government. The results of the check will be reviewed by CONTRACTOR's County point of contact who will provide them to the Durham County Security Manager. The Human Resources Department 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 Human Resources Department will consult the Legal Office, as needed, on any negative determinations. The Human Resources Department will notify the CONTRACTOR's County point of contact of the results of the review. CONTRACTOR can appeal a negative determination by the Human Resources Department 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 point of contact. 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 Delaware 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  
COUNTY MANAGER  
200 EAST MAIN STREET, 3<sup>RD</sup> FLOOR  
DURHAM, NORTH CAROLINA 27701**

**NWN CORPORATION  
ATTN: JAMES WELCH  
1015 AVIATION PARKWAY, SUITE 100  
MORRISVILLE, NC 27560**

- 24. HEADINGS, WAIVER, SEVERANCE.** 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. An alleged waiver of a term of this Agreement by COUNTY, whether express or implied, on one occasion shall not be construed to operate as a waiver on other occasions or other provisions. If County fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach. If any part of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provisions shall be considered severed and deleted and such severance shall not affect the validity of the remaining provisions hereof.
- 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. Intentionally omitted.

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.

\_\_\_\_\_  
**Crystally Wright, Durham County Chief Financial Officer**

**CONTRACTOR**

**By:** \_\_\_\_\_

**Print Name/Title:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

ATTACHMENTS to follow



### Q-267827

**Generated Date:** 06/03/2026  
**Expiration Date:** 07/15/2026  
**Account Name:** County of Durham, NC  
**Opportunity Name:** Security/DNA EA  
**Opportunity Number:** OP-187850  
**Contract Number:** NWN\_NC ITS-204X\_IT Infrastructure  
**Work Order #**

### Client Contact Information

**Primary Contact:** Aaron Stone  
**Contact Title:** Assistant Directro IT  
**Contact Phone:** (919) 560-7085  
**Contact Email:** astone@dconc.gov

### NWN Contact Information

**Primary Contact:** James Welch  
**Contact Title:** Account Executive  
**Contact Phone:** (919) 653-4461  
**Contact Email:** jwelch@nwncarousel.com

### BILL TO

County of Durham, NC  
 200 E Main St  
 Durham, NC 27701-3649

### SHIP TO

County of Durham, NC  
 ADMIN 1 - 5th Floor  
 200 E Main St  
 Durham, NC 27701-3649

## Product

04.29.2026					
#	ITEM	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
1.	EA3-M	Cisco EA 3.0 BUNDLE	1	\$0.00	\$0.00
2.	E3-N-AS	Cisco Digital Network Architecture Switching	1	\$0.00	\$0.00
3.	E3N-C95001-A	C9500 CISCO DNA EA Advantage High (24Q/40X)	1	\$95.44	\$3,435.84
4.	E3N-C9300X1-A	C9300X 12PORT DNA EA ADVANTAGELICS	5	\$3.77	\$678.60
5.	E3N-C9200CX1-E	C9200CX 8-port CISCO DNA EA Essentials	8	\$2.79	\$803.52
6.	E3N-C93001-A	C9300 24PORT DNA EA ADVANTAGE LICs	47	\$25.48	\$43,112.16
7.	E3N-C93002-A	C9300 48-port CISCO DNA EA Advantage	115	\$49.23	\$203,812.20
8.	E3N-C92002-A	C9200 48-port CISCO DNA EA Advantage	1	\$58.67	\$2,112.12
9.	E3N-AS-S	CISCO DIGITAL NETWORK ARCHITECTURE ACCESS SWITCHING -License + Support - EA	1	\$0.00	\$0.00
10.	E3-N-AIR	Cisco DNA Wireless	1	\$0.00	\$0.00
11.	E3N-AIRWLAN-A	Cisco Digital Network Architecture Advantage for Wireless - Term License	498	\$7.33	\$131,412.24
12.	E3N-AIR-S	SUPPORT FOR EA DNA WIRELESS	1	\$0.00	\$0.00
13.	E3-SEC-EP-ADV	Security EA 3.0 Cisco Secure Endpoint Advantage	1	\$0.00	\$0.00
14.	E3S-EP-ADV	Security EA 3.0 AMP Endpoints Advantage	3000	\$2.27	\$245,160.00



04.29.2026					
15.	SVS-E3S-SECEP-B	Basic Software Support for Secure Endpoint	1	\$0.00	\$0.00
16.	E3-SEC-UMBDNSA	Security EA 3.0 Umbrella DNS Advantage	1	\$0.00	\$0.00
17.	E3S-UMB-DNSA	Security EA 3.0 Umbrella DNS Advantage	2000	\$1.42	\$102,240.00
18.	E3-UMBDNSA-SVS1	Cisco Services Portfolio: Umbrella DNS Advantage T1	1	\$0.00	\$0.00
19.	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	1	\$0.00	\$0.00
20.	E3-CX-UMBA-T1SSA	SVCS Portfolio T1 Umbrella DNS ADV SW Solution Support - CD	1	\$550.08	\$19,802.88
21.	E3-SEC-ISE	Security EA 3.0 Identity Service Engine	1	\$0.00	\$0.00
22.	E3S-ISE-PRM	ISE PREMIUM LICS	2500	\$0.49	\$44,100.00
23.	E3S-ISE-ADV	ISE ADVANTAGE LICS	3500	\$0.32	\$40,320.00
24.	SVS-E3S-ISE-B	Technical support - for Cisco Identity Services Engine - phone consulting - 24x7	1	\$0.00	\$0.00
25.	E3-ISE-SVS2	Cisco Services Portfolio: Identity Services Engine T2	1	\$0.00	\$0.00
26.	E3-CX-ISE-T2SWE	Cisco SVCS PORTFOLIO T2 ISE SWSS - ENHANCED SW SUPPORT - ONPREM	1	\$680.32	\$24,491.52
27.	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	1	\$0.00	\$0.00
28.	E3-SEC-NWCLDA	SECURE NETWORK ANALYTICS - FLOWLICS RATE	1	\$0.00	\$0.00
29.	E3S-NW-FLOW	Security EA 3.0 Stealthwatch Flow Rate	21150	\$0.31	\$236,034.00
30.	SVS-E3S-NWCLD-B	Technical support - for Cisco Secure Network & Cloud Analytics - phone consulting - 24x7	1	\$0.00	\$0.00
31.	E3-SEC-SFW	Cisco - Cisco Secure Firewall	1	\$0.00	\$0.00
32.	SVS-E3S-SFW-B	Cisco Enterprise Agreement Pricing SVS-E3S-SFW-B	1	\$0.00	\$0.00
33.	E3S-SFW-FPR4145-TM	Security EA 3.0 FPR4145 ThreatDefense Threat and Malware Lic	4	\$2,966.41	\$427,163.04
34.	E3S-SFW-FPR3120T	Security EA 3.0 FPR3120 Threat Defense Threat, Malware,URL	2	\$873.73	\$62,908.56
35.	E3-SFW-SVS2	Cisco Services Portfolio: Secure Firewall T2	1	\$0.00	\$0.00
36.	E3-CX-SFW-T2SWE	Cisco SVCS PORTFOLIO T2 SECURE FW - SWSS ENHANCED SW SUPPORT - OP	1	\$3,947.79	\$142,120.44
37.	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	1	\$0.00	\$0.00
				Total:	\$1,729,707.12

Financial Summary	
ITEM	TOTAL
Quote Sub-Total:	\$1,729,707.12
Tax Rate:	7.50%
Estimated Tax:	\$129,728.03
Recurring Ext. Total:	\$1,859,435.15

Billing and Payment Terms	
ITEM	TERM
Subscription Term:	3 Years
Billing Terms:	Prepaid
Payment Terms:	Net 30 Days
Payment Schedule:	100% on Completion



**Accepted and agreed by:**

County of Durham, NC

NWN Corporation

Signature

Signature

Name

Name

Title

Title

Date

Date

**Additional Information**

LEGAL – The section below is attached for Finance and the documents following this page are not for review in this current contract request.

DOCUSIGN

# INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: NWN Corporation VENDOR # 1000011364

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

James Welch jwelch@nwncarousel.com

Print Name \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
TYPE OF CONTRACT: New  Renewal  Amendment  Services  Goods  Consulting  Construction  Lease  Other \_\_\_\_\_

SCOPE OF WORK: Cisco EA Bundle-Hardware/Software/License Renewal

Encumbrance for Yr 3  
12/22/25 - 12/21/26

CONTRACT AMT: \$374,306.43 CONTRACT TERM: 12/22/2023-12/21/2026 RFP/IFB/RFO#: NC STATE CONTRACT 204X-IT

FUNDING SOURCE/TITLE: County X State \_\_\_\_\_ Federal \_\_\_\_\_ Title/Name of Grant Funds \_\_\_\_\_  
INFRASTRUCTURE SOLUTIONS  
BID/SOLICITATION NUMBER ITS-400277

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	1001010000	4200191000	5200140300			0026	\$374,306.43		
2									
3									

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

**COUNTY ATTORNEY**

Signature: SEE ATTACHED Date: \_\_\_\_\_

Reviewing Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Requires BOCC Approval? YES \_\_\_\_\_ NO X Date of BOCC Approval: \_\_\_\_\_

**REQUISITIONER**

DocuSign E-Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/E-Mail: \_\_\_\_\_

**PURCHASING MANAGER**

DocuSigned by: Jonathan Hawley Date: 12/12/2025 | 10:35 AM EST  
965FC9C0F47948B  
DocuSign E-Signature

**DEPARTMENT HEAD OR DESIGNEE**

DocuSign E-Signature: Tamara Minor Date: 12/12/2025 | 10:35 AM EST

Print Name/Title: Tamara D. Minor/Senior IT Business Specialist

E-Mail Address: tamaminor@dcon.gov

**CHIEF FINANCIAL OFFICER**

DocuSigned by: Cristally Wright Date: 12/15/2025 | 9:01 AM EST  
64D5F27489AF4DA  
DocuSign E-Signature

**COUNTY MANAGER**

DocuSigned by: Claudia O. Hager Date: 12/15/2025 | 1:14 PM EST  
2B24CE2253F748B  
DocuSign E-Signature

Additional Comments/Instructions by Department:

**CLERK TO THE BOARD**

\_\_\_\_\_  
Date: \_\_\_\_\_  
DocuSign E-Signature

FUNDS RESERVATION# 26-757

PRIORITY REQUEST PER DEPT

**IS&T DEPT**

Purchasing Comments: COMP- THE COI/LEGAL APPROVAL IS ATTACHED TO THE FR IN SAP

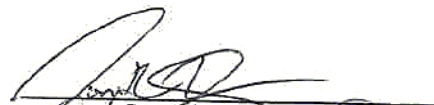

\_\_\_\_\_  
Date: \_\_\_\_\_  
DocuSign E-Signature



# Funds Reservation 2600000757

General Data			
Company code	DCNC	Document date	12/12/2025
		Posting date	12/12/2025
More Data			
Text	PURCHASE OF GOODS 12/22/23-12/21/26		
Overall Amount	374,306.43 USD		
To Approve	0.00 USD		

Document item 001			
Text	CISCO EA 3YR HARDWARE/SOFTWARE LIC AGREEMENT		
	YEAR 3 (12/22/25-12/21/26) OF 3-YR TERM		
	FUNDS TO BE ENCUMBERED ANNUALLY		
	NC STATE CONTRACT 204X-IT INFRASTRUCTURE SOLUTIONS BID/SOLICITATION NUMBER ITS-400277		
Fund	1001010000	Funds center	4200191000
Cost Center	4200191000	G/L account	5200140300
Vendor	1000011364	Vendor Name	NWN CORP
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	374,306.43 USD		
Open amount	374,306.43 USD		
To approve	0.00 USD		

  
 PURCHASING OFFICER  
  
 CHIEF FINANCIAL OFFICER



# CERTIFICATE OF LIABILITY INSURANCE

5/7/2026

DATE (MM/DD/YYYY)

5/27/2025

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

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

<b>PRODUCER</b> Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Great Northern Insurance Company</td> <td style="text-align: center;">20303</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER C : Chubb National Insurance Company</td> <td style="text-align: center;">10052</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : Federal Insurance Company	20281	INSURER C : Chubb National Insurance Company	10052	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Great Northern Insurance Company	20303														
INSURER B : Federal Insurance Company	20281														
INSURER C : Chubb National Insurance Company	10052														
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> 1549739 NWN Corporation 659 South County Trail Exeter RI 02822															

**COVERAGES** **CERTIFICATE NUMBER: 21144931** **REVISION NUMBER: XXXXXXXX**

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	Y	36066205	5/7/2025	5/7/2026	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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded. Varies <input type="checkbox"/> Coll Ded. Varies	N	Y	73641577	5/7/2025	5/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	N	Y	56721357	5/7/2025	5/7/2026	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71839800	5/7/2025	5/7/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	See Attachment	N	Y	See Attachment	5/7/2025	5/7/2026	See Attachment

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 See Attached.

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachment

21144931 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 
--------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**SCHEDULE TO THE PAYMENT PLAN AGREEMENT**

This Schedule is entered into pursuant to the Payment Plan Agreement No. **500-3230891-000** dated as of **DECEMBER 22, 2023** between **NWN CORPORATION** and **DURHAM COUNTY, NC**. The terms and conditions of the Payment Plan Agreement (the "Agreement") are incorporated herein.

NWN, at its sole determination, may choose not to accept this Schedule if the fully executed, original Agreement (including this Schedule and all ancillary documents) are not received by **NWN CORPORATION** at its place of business by **12/22/2023**

**Description of Products and Services**

*Software License Provider:* Cisco Systems, Inc

*Software License Agreement, Licensed Software and Services Description:* The Software License Agreement, Licensed Software and Services subject to this Schedule are as set forth in that certain **NWN CORPORATION** Opportunity #124231, dated 12/4/2023

*Cost Breakout*

License and/or Service Fees: \$  
 Sales/use tax financed (if any): \$ **FULLY DESCRIBED ON THE ATTACHED OPPORTUNITY #124231, DATED 12/04/2023, ATTACHERE HERETO AND MADE A PART HEREOF.**  
 Total Amount Financed: \$

**Commencement and Payment Terms**

The Commencement Date of this Agreement shall be December 22, 2023. Payment terms shall be stipulated as per the table below. So long as no Event of Default has occurred and is continuing, Customer shall have the option to prepay the installment payments due under this Schedule by paying the outstanding principal balance shown in the table below, plus all accrued and unpaid interest thereon, plus a prepayment premium equal to 3% of the outstanding principal balance.

Payment Due Date	Installment Payment	Outstanding Principal Balance
12/22/2023	\$374,306.43	\$748,612.86
12/22/2024	\$374,306.43	\$374,306.43
12/22/2025	\$374,306.43	0.00

**Pay Proceeds**

The undersigned, an authorized representative of Customer hereby requests and authorizes NWN CORPORATION to disburse the net proceeds of the Agreement as follows:

Payee Name	Amount	Pay By	
NWN CORPORATION	\$1,122,919.29	<input type="checkbox"/> Check	<input type="checkbox"/> Wire
		Mailing Address:	<input type="checkbox"/> ACH
		_____	(Please separately include vendor's ACH instructions)
		_____	

**Customer Invoice Instructions**

*Customer Bill to Address:*  Information Service & Technology \_\_\_\_\_  
 200 E. Main Street, 5th Floor \_\_\_\_\_  
 \_\_\_\_\_Durham, NC 27701 \_\_\_\_\_

*Customer Billing Contact:*  
 First and Last Name:  IS&T Business \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_ISTBusiness@dconc.gov \_\_\_\_\_

\_\_\_\_\_ *Purchase Order Number:* \_\_\_\_\_



**STATE OF NORTH CAROLINA  
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)  
STATEWIDE IT PROCUREMENT OFFICE**

**Statewide IT Contract Number 204X – IT Infrastructure Solutions**

Bid / Solicitation Number ITS-400277

Contract Award Type CONVENIENCE

Current Effective Dates **July 1, 2018 through June 30, 2026**  
Renewals: Two (2) one-year options

Contract Administrator Debbie Patterson  
Email: [debbie.patterson@nc.gov](mailto:debbie.patterson@nc.gov)  
Tel: 919-754-6619

Scope

The Department of Information Technology created this Statewide IT Contract to provide IT Infrastructure Solutions for purchase, with options for support, to Agencies within the State of North Carolina. The scope of the 204X Statewide IT Contract is defined in Table 1:

Segment	Segment Description
Servers	Physical servers, including rack-mounted, blades, and tower models, virtual servers, and related emerging technologies
Storage	Enterprise mass storage components, purchased as standalone units or as part of a storage system containing several unique items, and related emerging technologies
Networking Equipment	Physical devices which are required for communication and interaction between devices on a computer network, and related emerging technologies (e.g., L1-L7 networking devices: repeaters, extenders, optical, switches, routers, firewalls, gateways, and IP Telephony)
<b>IT Infrastructure Software</b>	Software used in the operation, maintenance, or management of IT Infrastructure Solutions within the scope of this contract (e.g., IT hardware management software, software defined storage, network modeling software, performance monitoring software)
Converged IT Infrastructure Solutions	Includes pre-engineered converged and hyper-converged enterprise infrastructure solutions that integrate one or more IT infrastructure elements (e.g., servers, storage, networking equipment, virtualization, management software) and related emerging technologies
IT Infrastructure Peripheral Components	Peripherals (e.g., memory, hard drives, racks, additional processors, cables) must be able to attach to, work with, and be supported by the IT Infrastructure Solutions and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripheral Options (procured by themselves) may be purchased under this contract in amounts up to <b>\$25,000</b> .
Value Added Services	<b>NOTE: The 204X contract is not a Services only contract. Any Value Added Services must be related to or in conjunction with hardware or software purchases made under this contract</b>  For Value Added Services, Vendor and Agency shall develop a mutually agreed upon written Statement of Work subject to the terms and conditions of this contract to describe in detail the Value Added Services being provided by the Vendor to the Agency and the specific pricing for these Value Added Services. Value Added Services related to IT Infrastructure Solutions include roadmap planning, site assessments, design, configuration, manufacturing (e.g., assembly, configuration), installation, implementation, training, move / add / changes, hard drive retention, end of life disposal / recycling, and support and maintenance, including extended maintenance renewals for hardware and associated software, middleware, and firmware.

Table 1: Scope of 204X Statewide IT Contract

The contract shall be a Statewide IT **CONVENIENCE** Contract for the use of Executive State Agencies and non-Executive State Agencies as permitted by law. This is not a mandatory IT Statewide Term Contract. Non-Executive State Agencies include the North Carolina University System and its member campuses, Instructional components of the Department of Public Instruction, Instructional components of the North Carolina Community College System, as well as local (municipal and county) governments.

**There is no minimum order size or spending limit on this contract.**

**PLEASE NOTE: Any State Agency that will be using a 204X Vendor Solution which is Cloud-Based or Software as a Service (SaaS) must submit a request to the State CIO for a hosting exception via the Exception Process located at the following link: <https://it.nc.gov/documents/exception-resources>**

NC State IT Contract 204X Manufacturers:		
<del>Aerohive Networks</del> (Purchased by Extreme Networks)	Fujitsu (Removed 6/9/2020)	Ruckus Wireless (formerly Ruckus Networks)
APC by Schneider Electric IT Corp.	Gigamon	Symantec
Arista Networks	<del>Hedvig</del> (Removed 7/31/2020)	Tripp Lite
Avaya	Hewlett Packard Enterprise	Veritas <b>**Only non-Cloud Software**</b>
Belkin	Hitachi	CA Inc., a Broadcom Company (formerly VMware, Inc.)
<del>BlueCat Networks</del> (Removed 6/15/2023)	IBM	
Ciena	Infloblox	
Cisco	Juniper Networks	
Cohesity	Kyndryl, Inc.	
Dell	Lenovo	
EMC	NetApp	
Extreme Networks	Nutanix	
F5 Networks	Palo Alto	
Forescout Technologies	Pure Storage	
<del>FireEye Security Holdings, LLC.</del> (removed 6/30/2025)	Riverbed	
Fortinet	Rubrik	

Abnormal Quantities Threshold

Any request that exceeds **\$250,000** must be reviewed and approved by the Statewide IT Procurement Office before a Purchase Order can be issued.

For NC eProcurement Users, the system will automatically add the appropriate NCDIT Approvers and the Statewide IT Procurement Office to your Approval Flow.

For Non-NC eProcurement Users, you must email your request (including the Vendor quote and your documentation) to the following address:

To: [Submit2.StatewideIT@its.nc.gov](mailto:Submit2.StatewideIT@its.nc.gov)  
(Please include "Abnormal Quantity Request STC 204A" in the subject line of the email).

The Statewide IT Procurement Office, in consultation with the procuring Agency, may process the request in one or more of the following ways:

1. Purchase may be authorized at current pricing with current Vendor(s)
2. Additional discounts from current pricing level may be negotiated with current vendor(s) or approved resellers
3. A separate Invitation for Bids may be issued for the requirement

**NOTE: Effective June 10, 2021** – Per the Enterprise Security and Risk Management Office ("ESRMO"), State Agencies must submit a **Vendor Readiness Assessment Report ("VRAR")** for any State hosted or Cloud hosted vendor solutions.

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Cisco Systems, Inc.	ePlus Technology, Inc.	1213 W. Morehead St. Suite 350 Charlotte, NC 28208	<p><b><u>Inside Sales – State and Local Governments, Education</u></b>                      Kelly Manning                      Email: <a href="mailto:kmanning@eplus.com">kmanning@eplus.com</a>                      Phone: 910-679-3726</p> <p><b><u>Outside Sales – State and Local Governments, Education</u></b>                      Alex Medina                      Email: <a href="mailto:Alex.Medina@eplus.com">Alex.Medina@eplus.com</a>                      Phone: 919-425-5643</p>
	NWN Carousel	7025 Albert Pick Road Suite 302 Greensboro, NC 27409	<p><b><u>Inside Sales for State and Local Governments</u></b>                      Tracy Johnson                      Email: <a href="mailto:TJohnson@nwn.ai">TJohnson@nwn.ai</a>                      Phone: 781-472-3485</p> <p><b><u>Outside Sales for State and Local Governments</u></b>                      JP Pennington                      Email: <a href="mailto:jpennington@nwn.ai">jpennington@nwn.ai</a>                      Phone: 803-629-8407</p> <p><b><u>Academic Sales (K-12 Local Education Authorities)</u></b>                      James Welch                      Email: <a href="mailto:jwelch@nwn.ai">jwelch@nwn.ai</a>                      Phone: 919-795-5946</p> <p><b><u>Academic Sales (Higher Education)</u></b>                      Tommy Coleman                      Email: <a href="mailto:tcoleman@nwn.ai">tcoleman@nwn.ai</a>                      Phone: 336-232-5248</p>
	Presidio Networked Solutions, LLC	5444 Wade Park Blvd. Raleigh, NC 27607	<p><b><u>Inside Sales – State and Local Governments</u></b>                      Holly Pecyna                      Email: <a href="mailto:hpecyna@presidio.com">hpecyna@presidio.com</a>                      Phone: 631-406-4590</p> <p><b><u>Outside Sales – State and Local Governments</u></b>                      Shawn Alba                      Email: <a href="mailto:salba@presidio.com">salba@presidio.com</a>                      Phone: 919-592-9676</p> <p><b><u>Sales – K-12</u></b>                      Charles West                      Email: <a href="mailto:charleswest@presidio.com">charleswest@presidio.com</a>                      Phone: 919-228-6138</p> <p><b><u>Sales – Higher Education</u></b>                      Mary Steindl                      Email: <a href="mailto:msteindl@presidio.com">msteindl@presidio.com</a>                      Phone: 919-228-6129</p>

Manufacturer	Awarded Vendor	Minimum Discount %s off MSRP / List Price					
		Servers	Storage	Networking Equipment	Software	Converged Solutions	Peripheral Components
Arista Networks	Arista Networks			42% HW 42% SW 10% EW	42%	42% HW 42% SW 10% EW	
Avaya Inc.	Avaya			39% HW 39% SW 6% EW		24% SW 6% EW	39% HW 6% EW
Belkin	CDWG	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3%	3% HW 3% SW 3% EW	3% HW 3% EW
Ciena Communications	Ciena Communications			58% HW 58% SW 58% EW			
Cisco Systems, Inc.	Cisco	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	10%  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)
Cohesity, Inc.	Carahsoft		2% HW 2% SW 2% EW				
Dell Marketing, LP	Dell Marketing, LP	13.5% HW .5% SW .5% EW	13.5% HW .5% SW .5% EW	5% HW .5% SW .5% EW	.5%	2.5% HW .5% SW .5% EW	2.5% HW .5% EW
EMC Corporation	EMC Corporation		32% HW 32% SW 5% EW	32% HW 32% SW 5% EW	23%	15% HW 15% SW 5% EW	
Extreme Networks	Extreme Networks			48% HW 48% SW 15% EW	48%		48% HW 15% EW
F5 Networks	Carahsoft			4% HW 4% SW 4% EW		4% HW 4% SW 4% EW	
FireEye Security Holdings, LLC.	Carahsoft	5% HW 1% SW 1% EW	5% HW 1% SW 1% EW	5% HW 1% SW 1% EW	1%	5% HW 1% SW 1% EW	5% HW 1% EW
Forescout Technologies	Carahsoft			2% HW 2% SW	2%		
Fortinet, Inc.	Fortinet, Inc.			20% HW 15% SW 15% EW			20% HW
Gigamon	Carahsoft			9% HW 9% SW 4% EW			

Manufacturer	Awarded Vendor	Minimum Discount %s off MSRP / List Price					
		Servers	Storage	Networking Equipment	Software	Converged Solutions	Peripheral Components
Veritas	Carahsoft	25% SW 5% EW	25% SW 5% EW		25%	25% HW 5% EW	5% EW
CA Inc., a Broadcom Company (formerly VMware, Inc.)	VMware	4.00% SW 2.27% EW	4.00% SW 2.27% EW	4.00% SW 2.27% EW	4%		

Table 3: Awarded Vendors’ Minimum Discount Percentages Off MSRP / List Price by Segment

**NOTE:** Vendors may offer higher discounts at any time during the contract. Some Vendors may offer more favorable discounts for Academic / Education entities. **Purchasing entities are encouraged to request from Vendors more favorable pricing for larger purchases.**

Service Level Agreements

DIT has included specific Service Level Agreements (SLAs) in this contract to manage the Vendors’ performance (see Table 4).

SLA Name	SLA Description	Minimum Threshold
Delivery Time	<p>Delivery Time is the number of calendar days between Vendor’s receipt of a valid request for IT Infrastructure Solutions and the date the IT Infrastructure Solutions are delivered.</p> <p>Vendor shall process Agency purchase order and deliver ordered IT Infrastructure Solutions within <b>thirty (30) calendar days</b>.</p> <p>Agency requested delivery dates that are past the established minimum threshold are excluded from this Service Level Agreement. Orders for Converged IT Infrastructure Solutions or complex, highly configured IT Infrastructure Solutions are excluded from this Service Level Agreement. Delays in delivery due to industry-wide component shortages or region-wide transportation delays that are submitted in writing to the Agency with supporting documentation are not included in the calculation of this Service Level Agreement.</p>	95%
Quote Time	<p>Quote Time is the number of calendar days between Vendor’s receipt of a request for quote on IT Infrastructure Solutions and the date the written quote is delivered to the Agency.</p> <p>Vendor shall process Agency requests for quotes for IT Infrastructure Solutions <b>within five (5) business days</b> for items in the Servers, Storage, Networking Equipment, IT Infrastructure Software, and IT Infrastructure Peripheral Components Segments.</p> <p>Vendor shall process Agency requests for quotes for IT Infrastructure Solutions <b>within ten (10) business days</b> for items in the Converged IT Infrastructure Solutions and Value-Added Services Segments.</p>	95%
Order Accuracy	<p>Order Accuracy is the degree that Vendor delivers items to the Agency that match what is on the Purchase Order and that an accurate packing slip is included in the shipment. If a single item received does not match the item that was listed on the Purchase Order, or an accurate packing slip is not included in the shipment, then the delivery is considered to be inaccurate for purposes of measuring this Service Level Agreement. Agency shall notify Vendor in writing (e.g., email) of any order accuracy issues.</p>	98%
Invoice Accuracy	<p>Vendor shall issue invoices that match the Agency Purchase Order issued to the Vendor and the Vendor’s quote.</p>	98%

Table 4: Service Level Agreement Minimum Thresholds

Agencies should notify the DIT Contract Administrator if Vendor's performance falls below the minimum thresholds specified in Table 4 for any one-month period.

#### Return of Merchandise

Return policies vary by Vendor. Agencies should review Vendor's return policy prior to ordering as some Vendors do not accept stock balance returns unless due to Vendor error.

See Table 5 for specific return policy by Manufacturer.

<b>Manufacturer</b>	<b>Return Policy</b>
<b>APC by Schneider Electric</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Arista Networks</b>	No stock balance returns
<b>Avaya Inc.</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Belkin</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Ciena Communications</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Cisco Systems, Inc.</b>	No stock balance returns.
<b>Cohesity</b>	No stock balance returns.
<b>Dell Marketing, LP</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>EMC Corporation</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Extreme Networks</b>	No stock balance returns. Only warranty replacements or repair offered.
<b>F5 Networks</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, no returns permitted.
<b>FireEye Security Holdings, LLC.</b>	No stock balance returns. Only warranty replacements or repair offered.
<b>Forescout Technologies, Inc.</b>	No stock balance returns
<b>Fortinet, Inc.</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Gigamon</b>	No stock balance returns.
<b>Hewlett Packard Enterprise</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Hitachi</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>IBM</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Infoblox</b>	No stock balance returns
<b>Juniper Networks</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Kyndryl, Inc.</b>	N/A. Services
<b>Lenovo (United States), Inc.</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>NetApp</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Nutanix</b>	No stock balance returns.
<b>Palo Alto Networks</b>	No restocking fees on returns if customer has a form of Premium Support.
<b>Pure Storage, Inc.</b>	If equipment is factory sealed and returned within 30-days of delivery date, Pure Storage will consider returns on a case by case basis.
<b>Riverbed</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Rubrik</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Ruckus</b>	If equipment is factory sealed and returned within 30-days of delivery date, Ruckus will consider returns on a case by case basis.
<b>SecureWorks</b>	Not applicable.

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

**PURCHASE OF GOODS CONTRACT**

THIS CONTRACT, made and entered into this 22nd day of December, 2023, for the purchase of CISCO EA HARDWARE, SOFTWARE AND LICENSES, by and between the **COUNTY OF DURHAM**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "**PURCHASER**", and NWN CORPORATION, hereinafter referred to as "**SELLER**".

**1. TERMS.**

- A. The Seller, in consideration of the sum of THREE HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED SIX DOLLARS AND FORTY-THREE CENTS (\$374,306.43), hereby sells to Purchaser the goods and services at the times, in the manner, at the prices, and at the place(s), pursuant to the provisions and specifications as set forth herein. **No charges of any kind not appearing in this contract will be accepted or paid by Purchaser.** It is Purchaser's discretion to accept items shipped in excess of the quantity ordered and any over shipment may be returned at Seller's expense.
- B. The term of this Contract is effective as of the date entered above until and continue in effect for three years thereafter, unless sooner terminated as provided herein. The first date written above is December 22, 2023. 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 Purchase of Goods contract is from December 22, 2023 to December 21, 2026, unless sooner terminated as provided herein.

- C. Shipments received prior to delivery date without previous approval by Purchaser may be returned or stored at Seller's expense.
- D. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all crates, packages, packing slips, invoices, and correspondence shipped or mailed to Purchaser. All items will be accompanied by assembly instructions and operating and repair manuals, as applicable. Purchaser's count will be accepted as conclusive on all shipments not accompanied by a packing slip.
- E. The parts, material, and workmanship of all items are subject to inspection, testing and counting by Purchaser. Purchaser may reject for full credit or require prompt correction or replacement at Seller's expense, including the expense of unpacking, examining, repacking, storing and transporting of any item defective in material or workmanship or otherwise not in conformity with NC State Contract 204X (if applicable) or specifications provided by Purchaser. Goods will be delivered to the Purchaser in new condition and undamaged (unless otherwise specified by Purchaser).
- F. This order to Seller is not transferable or assignable without the written permission of Purchaser. Seller is an independent contractor and is not an agent or employee of Purchaser.
- G. Seller warrants that it is the sole owner of the described goods and that it has the unrestricted right to convey a clear title to the Purchaser free and clear of all encumbrances.

2. **CHANGE:** Purchaser reserves the right to change, modify and/or cancel this order upon issuance of a change order. If the Purchaser is not notified to the contrary in writing within 10 days after the issuance of the change order, the changed and/or modification and/or cancellation is considered accepted by the Seller.
3. **WARRANTY OF GOODS AND MATERIALS:** Seller expressly warrants that all goods, provided or used by the Seller will: conform to the drawings, specifications, samples or other descriptions furnished by the Purchaser or by the Seller; meet requirements detailed in the scope of work; be of good materials and workmanship and free from defect. This express warranty shall not be waived by reason of acceptance of the goods or payment made by the Purchaser. Seller also warrants that all items sold or furnished under this order have been produced, sold, delivered and furnished in compliance with all applicable laws and regulations.

THE SELLER WARRANTS THE MERCHANTABLE QUALITY OF THE GOODS SOLD HEREUNDER AND THAT SUCH GOODS ARE FIT FOR THE PURPOSES FOR WHICH THEY WERE PURCHASED. SUCH WARRANTIES ARE IN ADDITION TO ALL EXPRESS WARRANTIES AND WILL RUN TO THE BENEFIT OF THE PURCHASER. THE SELLER'S PERIOD OF WARRANTY WITH RESPECT TO EACH ITEM WILL BE AT LEAST AS LONG AS THAT OF THE MANUFACTURER OF SUCH ITEM, AND SELLER WILL HONOR SAME.

4. **INDEMNITY.** To the fullest extent permitted by law, PURCHASER 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 PURCHASER, if SELLER is found to be a proximate cause of damages or losses suffered by PURCHASER, resulting from SELLER's performance during the execution of this Contract.
5. **INSURANCE.** Seller 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 Seller shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Purchaser. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. Seller shall advise the Purchaser 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. Seller's insurance shall be primary and any insurance or self-funded liability programs maintained by the Purchaser shall not contribute with respect to the Seller's insurance. Purchaser shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the Seller. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

**5.1 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.

**5.2 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.

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

The failure of the Purchaser 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 the obligations of the Seller 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 Purchaser, which immunity is hereby reserved to the Purchaser.

6. **TERMINATION.** The Purchaser may, by written notice, terminate this contract in whole or in part, for failure of Seller to perform, including failure to deliver as and when specified. If so terminated, Seller shall be liable for all damages, including, without limitation, 1) the excess cost of re-procuring similar goods or services, 2) shipping charges for any items the Purchaser may at its option return to Seller, including items already delivered but for which Seller no longer has any use because of default, 3) amounts paid by Purchaser for any items it has received but returns to Seller, and 4) any other damages permitted by applicable law. Purchaser shall have the right to pursue any remedies provided by applicable laws.
7. **EXISTENCE.** Seller 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 Agreement.
8. **COMPLIANCE WITH LAWS.** Seller 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 Occupational Safety and Health Administration, (iv) the Fair Labor Standards Act, and (v) the Wage and Hour Division. In the event Seller 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 Seller may be declared ineligible for further COUNTY contracts.
9. **E-VERIFY.** As a condition of payment for services and/or goods received under this agreement, Seller shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services and/or goods to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Seller shall verify, by affidavit, compliance of the terms of this section upon request by the Purchaser.
10. **EMPLOYMENT ADVERTISING REQUIREMENTS.** Seller 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 term of this Agreement; provided that the foregoing requirement does not limit Seller's ability to advertise and/or otherwise post job openings with other organizations or media outlets.

- 11. SECURITY BACKGROUND CHECKS.** The Seller 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 employees of the Seller who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Seller employee from employment on a County contract unless explicitly mandated by law.

The Seller 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 Seller's County point of contact of the results of the review. Seller 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 Seller, 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 Seller shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Seller's employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Seller 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. Seller 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 Seller 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.

- 12. DISPUTE RESOLUTION PROCEDURE.** To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Purchaser and the Seller, arising from this Agreement or the services and/or goods being provided by the Seller, 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 Seller 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, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or goods. The costs of the mediation shall be divided equally between the 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 goods 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.

- 13. **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  
PURCHASING DIVISION  
7TH FLOOR, 201 EAST MAIN STREET  
DURHAM, NORTH CAROLINA, 27701**

**SELLER  
NWN CORPORATION  
1015 AVIATION PARKWAY SUITE 100  
MORRISVILLE, NC 27560**

- 14. **CORPORATE AUTHORITY.** By execution hereof, the person signing for Seller below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the Seller.
- 15. **HEADINGS:** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 16. **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.
- 17. **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.
- 18. **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.

**19. ENTIRE CONTRACT.** This contract shall constitute the entire understanding between Purchaser and Seller 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 Purchase of Goods Contract to be executed by their duly authorized officer or agent.

**Purchaser: COUNTY OF DURHAM**

DocuSigned by:

*Kimberly J. Sowell*

8EBF0A6C1C89469...

**Print Name and Title:** Kimberly J. Sowell County Manager

**Date of Signature:** 1/5/2024

**Seller:**

DocuSigned by:

*James Welch*

4E0905961639419...

**Print Name and Title:** James Welch Named Account Mngr

**Date of Signature:** 1/2/2024

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

DocuSigned by:

*Tiffany Murray*

**Tiffany Murray, Durham County Chief Financial Officer**

LEGAL – The section below is attached for Finance and the documents following this page are not for review in this current contract request.

DOCUSIGN

# INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: NWN CORPORATION VENDOR # 1000011364

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

JAMES WELCH jwelch@nwncarousel.com

Print Name \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
TYPE OF CONTRACT: New  Renewal  Amendment  Services  Goods  Consulting  Construction  Lease  Other \_\_\_\_\_

SCOPE OF WORK: CISCO EA BUNDLE-HARDWARE/SOFTWARE/LICENSE RENEWAL

ENCUMBRANCE FOR YR 2  
12/22/24-12/21/25

CONTRACT AMT: \$374,306.43 CONTRACT TERM: 12/22/2023-12/21/2026 RFP/IFB/RFO#: Statewide IT Contract Number 204X – IT Infrastructure Solutions

FUNDING SOURCE/TITLE: County X 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	1001010000	4200191000	5200140300			0026	\$374,306.43		
2									
3									

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

**COUNTY ATTORNEY**

Signature: see attached Date: \_\_\_\_\_

Reviewing Attorney: see attached Date: \_\_\_\_\_

Contract Requires BOCC Approval? YES \_\_\_\_\_ NO X Date of BOCC Approval: \_\_\_\_\_

**REQUISITIONER**

DocuSign E-Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/E-Mail: \_\_\_\_\_

**PURCHASING MANAGER**

DocuSigned by: Jonathan Hawley Date: 11/8/2024 | 12:07 PM EST  
966FC9C0F47B48B DocuSign E-Signature

**DEPARTMENT HEAD OR DESIGNEE**

DocuSign E-Signature: Tamara Minor Date: 11/8/2024 | 12:35 PM EST

Print Name/Title: Tamara Minor

E-Mail Address: tamaminor@dcon.gov

**CHIEF FINANCIAL OFFICER**

DocuSigned by: Cristy Wright Date: 11/8/2024 | 12:37 PM EST  
64D5F274683AF4D4 DocuSign E-Signature

Additional Comments/Instructions by Department:

**PROPERTY MANAGER**

DocuSigned by: Claudia O. Hager Date: 11/18/2024 | 4:55 PM EST  
2D40E745977E8 DocuSign E-Signature

**CLERK TO THE BOARD**

Date: \_\_\_\_\_  
DocuSign E-Signature

FUNDS RESERVATION# 25-763

**IS&T DEPT**

Date: \_\_\_\_\_  
DocuSign E-Signature

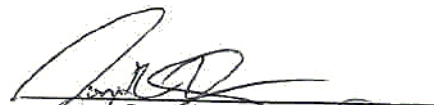

Purchasing Comments: COMP- THE COI /LEGAL APPROVAL IS ATTACHED TO THE FR IN SAP



# Funds Reservation 2500000763

General Data			
Company code	DCNC	Document date	11/06/2024
		Posting date	11/06/2024
More Data			
Text	PURCHASE OF GOODS 12/22/23-12/21/26		
Overall Amount	374,306.43 USD		
To Approve	0.00 USD		

Document item 001			
Text	CISCO EA 3YR HARDWARE/SOFTWARE LIC AGREEMENT		
	YEAR 2 (12/22/24-12/21/25) OF 3-YR TERM		
	FUNDS TO BE ENCUMBERED ANNUALLY		
	NC STATE CONTRACT 204X-IT INFRASTRUCTURE SOLUTIONS BID/SOLICITATION NUMBER ITS-400277		
Fund	1001010000	Funds center	4200191000
Cost Center	4200191000	G/L account	5200140300
Vendor	1000011364	Vendor Name	NWN CORP
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	374,306.43 USD		
Open amount	374,306.43 USD		
To approve	0.00 USD		

  
 PURCHASING OFFICER  
  
 CHIEF FINANCIAL OFFICER



**SCHEDULE TO THE PAYMENT PLAN AGREEMENT**

This Schedule is entered into pursuant to the Payment Plan Agreement No. **500-3230891-000** dated as of **DECEMBER 22, 2023** between **NWN CORPORATION** and **DURHAM COUNTY, NC**. The terms and conditions of the Payment Plan Agreement (the "Agreement") are incorporated herein.

NWN, at its sole determination, may choose not to accept this Schedule if the fully executed, original Agreement (including this Schedule and all ancillary documents) are not received by **NWN CORPORATION** at its place of business by **12/22/2023**

**Description of Products and Services**

*Software License Provider:* Cisco Systems, Inc

*Software License Agreement, Licensed Software and Services Description:* The Software License Agreement, Licensed Software and Services subject to this Schedule are as set forth in that certain **NWN CORPORATION** Opportunity #124231, dated 12/4/2023

*Cost Breakout*

License and/or Service Fees: \$  
 Sales/use tax financed (if any): \$ **FULLY DESCRIBED ON THE ATTACHED OPPORTUNITY #124231, DATED 12/04/2023, ATTACHERE HERETO AND MADE A PART HEREOF.**  
 Total Amount Financed: \$

**Commencement and Payment Terms**

The Commencement Date of this Agreement shall be December 22, 2023. Payment terms shall be stipulated as per the table below. So long as no Event of Default has occurred and is continuing, Customer shall have the option to prepay the installment payments due under this Schedule by paying the outstanding principal balance shown in the table below, plus all accrued and unpaid interest thereon, plus a prepayment premium equal to 3% of the outstanding principal balance.

Payment Due Date	Installment Payment	Outstanding Principal Balance
12/22/2023	\$374,306.43	\$748,612.86
12/22/2024	\$374,306.43	\$374,306.43
12/22/2025	\$374,306.43	0.00

**Pay Proceeds**

The undersigned, an authorized representative of Customer hereby requests and authorizes NWN CORPORATION to disburse the net proceeds of the Agreement as follows:

Payee Name	Amount	Pay By	
NWN CORPORATION	\$1,122,919.29	<input type="checkbox"/> Check	<input type="checkbox"/> Wire
		Mailing Address:	<input type="checkbox"/> ACH
		_____	(Please separately include vendor's ACH instructions)
		_____	

**Customer Invoice Instructions**

*Customer Bill to Address:*  Information Service & Technology \_\_\_\_\_  
 200 E. Main Street, 5th Floor \_\_\_\_\_  
 \_\_\_\_\_Durham, NC 27701 \_\_\_\_\_

*Customer Billing Contact:*  
 First and Last Name:  IS&T Business \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_ISTBusiness@dconc.gov \_\_\_\_\_

\_\_\_\_\_ *Purchase Order Number:* \_\_\_\_\_



**STATE OF NORTH CAROLINA  
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)  
STATEWIDE IT PROCUREMENT OFFICE**

**Statewide IT Contract Number 204X – IT Infrastructure Solutions**

Bid / Solicitation Number ITS-400277

Contract Award Type CONVENIENCE

Current Effective Dates **July 1, 2018 through June 30, 2025**  
Renewals: Three (3) one-year options

Contract Administrator Debbie Patterson  
Email: [debbie.patterson@nc.gov](mailto:debbie.patterson@nc.gov)  
Tel: 919-754-6619

Scope

The Department of Information Technology created this Statewide IT Contract to provide IT Infrastructure Solutions for purchase, with options for support, to Agencies within the State of North Carolina. The scope of the 204X Statewide IT Contract is defined in Table 1:

Segment	Segment Description
Servers	Physical servers, including rack-mounted, blades, and tower models, virtual servers, and related emerging technologies
Storage	Enterprise mass storage components, purchased as standalone units or as part of a storage system containing several unique items, and related emerging technologies
Networking Equipment	Physical devices which are required for communication and interaction between devices on a computer network, and related emerging technologies (e.g., L1-L7 networking devices: repeaters, extenders, optical, switches, routers, firewalls, gateways, and IP Telephony)
IT Infrastructure Software	Software used in the operation, maintenance, or management of IT Infrastructure Solutions within the scope of this contract (e.g., IT hardware management software, software defined storage, network modeling software, performance monitoring software)
Converged IT Infrastructure Solutions	Includes pre-engineered converged and hyper-converged enterprise infrastructure solutions that integrate one or more IT infrastructure elements (e.g., servers, storage, networking equipment, virtualization, management software) and related emerging technologies
IT Infrastructure Peripheral Components	Peripherals (e.g., memory, hard drives, racks, additional processors, cables) must be able to attach to, work with, and be supported by the IT Infrastructure Solutions and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripheral Options (procured by themselves) may be purchased under this contract in amounts up to <b>\$25,000</b> .
Value Added Services	<b>NOTE: The 204X contract is not a Services only contract. Any Value Added Services must be related to or in conjunction with hardware or software purchases made under this contract</b>  For Value Added Services, Vendor and Agency shall develop a mutually agreed upon written Statement of Work subject to the terms and conditions of this contract to describe in detail the Value Added Services being provided by the Vendor to the Agency and the specific pricing for these Value Added Services. Value Added Services related to IT Infrastructure Solutions include roadmap planning, site assessments, design, configuration, manufacturing (e.g., assembly, configuration), installation, implementation, training, move / add / changes, hard drive retention, end of life disposal / recycling, and support and maintenance, including extended maintenance renewals for hardware and associated software, middleware, and firmware.

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Cisco Systems, Inc.	DISYS Solutions, Inc.	44670 Cape Court Suite 100 Ashburn, VA 20147	<p><b><u>Inside State and Local Governments</u></b>                      Pankaj Sharma                      Email: <a href="mailto:Pankaj.Sharma@dsitech.com">Pankaj.Sharma@dsitech.com</a>                      Phone: 571-707-3610</p> <p><b><u>Outside Sales – State and Local Governments and Education</u></b>                      Benjamin Johnson                      Email: <a href="mailto:benjamin.johnson@dsitech.com">benjamin.johnson@dsitech.com</a>                      Phone: 828-989-0641</p>
	ePlus Technology, Inc.	511 Davis Drive Suite 350 Morrisville, NC 27560	<p><b><u>Inside Sales – State and Local Governments, Education</u></b>                      Kelly Manning                      Email: <a href="mailto:kmanning@eplus.com">kmanning@eplus.com</a>                      Phone: 910-679-3726</p> <p><b><u>Outside Sales – State and Local Governments, Education</u></b>                      Alex Medina                      Email: <a href="mailto:Alex.Medina@eplus.com">Alex.Medina@eplus.com</a>                      Phone: 919-425-5643</p>
	Internetwork Services Incorporated, dba Internetwork Engineering	13777 Ballantyne Corporate Place Suite 305 Charlotte, NC 28277	<p><b><u>Inside Sales - State and Local Governments, Education</u></b>                      Client Services                      Email: <a href="mailto:ClientServices@ineteng.com">ClientServices@ineteng.com</a>                      Phone: 704-540-5800</p> <p><b><u>Outside Sales – State and Local Governments and Education</u></b>                      NC SLED Account Team                      Email: <a href="mailto:NCSLED@ineteng.com">NCSLED@ineteng.com</a>                      Phone: 704-540-5800</p>
	NWN Carousel	7025 Albert Pick Road Suite 302 Greensboro, NC 27409	<p><b><u>Inside Sales for State and Local Governments</u></b>                      Jacqueline Bohn                      Email: <a href="mailto:jbohn@nwncarousel.com">jbohn@nwncarousel.com</a>                      Phone: 856-914-5618</p> <p><b><u>Outside Sales for State and Local Governments</u></b>                      JP Pennington                      Email: <a href="mailto:jpennington@nwncarousel.com">jpennington@nwncarousel.com</a>                      Phone: 803-629-8407</p> <p><b><u>Academic Sales (K-12 Local Education Authorities)</u></b>                      James Welch                      Email: <a href="mailto:jwelch@nwncarousel.com">jwelch@nwncarousel.com</a>                      Phone: 919-795-5946</p> <p><b><u>Academic Sales (Higher Education)</u></b>                      Tommy Coleman                      Email: <a href="mailto:tc Coleman@nwncarousel.com">tc Coleman@nwncarousel.com</a>                      Phone: 336-232-5248</p>

**ATTACHED FOR REFERENCE PURPOSES**

DOCUSIGN

# INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: NWN CORPORATION VENDOR # 1000011364

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

JAMES WELCH jwelch@nwncarousel.com

Print Name \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
TYPE OF CONTRACT: New  Renewal  Amendment  Services  Goods  Consulting  Construction  Lease  Other  N.C. State Contract 204X

SCOPE OF WORK: CISCO EA BUNDLE-HARDWARE/SOFTWARE/LICENSE RENEWAL

CONTRACT AMT: \$374,306.43 CONTRACT TERM: 12/22/2023 - 12/21/2026 RFP/IFB/RFO#: NC STATE CONTRACT 204X-IT

FUNDING SOURCE/TITLE: County X State \_\_\_\_\_ Federal \_\_\_\_\_ Title/Name of Grant Funds INFRASTRUCTURE SOLUTIONS

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES  NO

ENCUMBRANCE FOR YR 1  
12/22/23-12/21/24

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4200191000	5200140300			0026	\$374,306.43		
2									
3									

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Requires BOCC Approval? YES \_\_\_\_\_ NO X Date of BOCC Approval: \_\_\_\_\_

### COUNTY ATTORNEY

Reviewing Attorney: SEE ATTACHED Date: \_\_\_\_\_

### REQUISITIONER

DocuSigned by:

DocuSign E-Signature: Tamara Minor Date: 1/1/2024

Print Name/E-Mail: Tamara Minor tamaraminor@dconc.gov

### PURCHASING MANAGER

DocuSigned by:

DocuSign E-Signature: Jonathan Hawley Date: 12/29/2023

985EC9C0E47B488  
DocuSign E-Signature

### DEPARTMENT HEAD OR DESIGNEE

DocuSigned by:

DocuSign E-Signature: Greg Marrow Date: 1/2/2024

Print Name/Title: Greg Marrow Chief Information Officer

E-Mail Address: gmarrow@dconc.gov

### CHIEF FINANCIAL OFFICER

DocuSigned by:

DocuSign E-Signature: Jiffany Murray Date: 1/2/2024

2F80F2B20C06486  
DocuSign E-Signature

### COUNTY MANAGER

DocuSigned by:

DocuSign E-Signature: Kimberly J. Sowell Date: 1/5/2024

8E50A00087468  
DocuSign E-Signature

Additional Comments/Instructions by Department:

### CLERK TO THE BOARD

Date: \_\_\_\_\_

DocuSign E-Signature

FUNDS RESERVATION# 24-906

### IS&T DEPT

Date: \_\_\_\_\_

DocuSign E-Signature

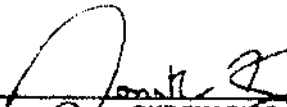

Purchasing Comments: COMP- PRIORITY REQUEST PER DEPT  
THE COI/LEGAL APPROVAL IS ATTACHED TO THE FR IN SAP



# Funds Reservation 2400000906

General Data			
Company code	DCNC	Document date	12/29/2023
		Posting date	12/29/2023
More Data			
Text	PURCHASE OF GOODS 12/22/23-12/21/26		
Overall Amount	374,306.43 USD		
To Approve	0.00 USD		

Document item 001			
Text	CISCO EA 3YR HARDWARE/SOFTWARE LIC AGREEMENT		
YEAR 1 (12/22/23-12/21/24) OF 3-YR TERM			
FUNDS TO BE ENCUMBERED ANNUALLY			
NC STATE CONTRACT 204X-IT INFRASTRUCTURE SOLUTIONS BID/SOLICITATION NUMBER ITS-400277			
Fund	1001010000	Funds center	4200191000
Cost Center	4200191000	G/L account	5200140300
Vendor	1000011364	Vendor Name	NWN CORP
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	374,306.43 USD		
Open amount	374,306.43 USD		
To approve	0.00 USD		

  
 PURCHASING OFFICER  
  
 CHIEF FINANCIAL OFFICER



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> RSC Insurance Brokerage, Inc.		<b>NAMED INSURED</b> NWN Corporation	
<b>POLICY NUMBER</b> _____		<b>EFFECTIVE DATE:</b> _____	
<b>CARRIER</b> _____	<b>NAIC CODE</b> _____		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

Coverage: Business Auto (MA Only)  
 Policy #08UENBB6381  
 Term: 5/7/2023-5/7/2024  
 Carrier: Hartford Casualty  
 CSL: \$1,000,000

Coverage: Excess Tech E&O/Cyber Liability  
 Policy #0313-8251  
 Term: 5/7/2023-5/7/2024  
 Carrier: Allied World Specialty Insurance Company  
 Limit: \$5,000,000 Per Occ/Aggregate

Coverage: Excess Tech E&O/Cyber Liability  
 Policy #EOL-240366  
 Term: 5/7/2023-5/7/2024  
 Carrier: Crum & Forster Specialty Insurance Company  
 Limit: \$5,000,000 Per Occ/Aggregate

Additional Named Insureds:  
 NWN Corporation  
 Comframe Software Corporation  
 Western Blue Corporation  
 NWN Parent Holdings LLC  
 NWN Acquisition Holding Company LLC  
 NWNCOMM LLC  
 Systems Engineering, Inc.  
 Carousel Industries of North America, Inc.  
 Carousel Industries of North America, LLC  
 Atrion, Inc. (RI)  
 Atrion, Inc. (NJ)  
 Atrion Holdings, Inc.  
 NCapital LLC  
 NWN Corporation Solutions

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

**PURCHASE OF GOODS CONTRACT**

THIS CONTRACT, made and entered into this 22nd day of December, 2023, for the purchase of CISCO EA HARDWARE, SOFTWARE AND LICENSES, by and between the **COUNTY OF DURHAM**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as “**PURCHASER**”, and NWN CORPORATION, hereinafter referred to as “**SELLER**”.

**1. TERMS.**

- A. The Seller, in consideration of the sum of THREE HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED SIX DOLLARS AND FORTY-THREE CENTS (\$374,306.43), hereby sells to Purchaser the goods and services at the times, in the manner, at the prices, and at the place(s), pursuant to the provisions and specifications as set forth herein. **No charges of any kind not appearing in this contract will be accepted or paid by Purchaser.** It is Purchaser's discretion to accept items shipped in excess of the quantity ordered and any over shipment may be returned at Seller's expense.
- B. The term of this Contract is effective as of the date entered above until and continue in effect for three years thereafter, unless sooner terminated as provided herein. The first date written above is December 22, 2023. 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 Purchase of Goods contract is from December 22, 2023 to December 21, 2026, unless sooner terminated as provided herein.

- C. Shipments received prior to delivery date without previous approval by Purchaser may be returned or stored at Seller's expense.
- D. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all crates, packages, packing slips, invoices, and correspondence shipped or mailed to Purchaser. All items will be accompanied by assembly instructions and operating and repair manuals, as applicable. Purchaser’s count will be accepted as conclusive on all shipments not accompanied by a packing slip.
- E. The parts, material, and workmanship of all items are subject to inspection, testing and counting by Purchaser. Purchaser may reject for full credit or require prompt correction or replacement at Seller's expense, including the expense of unpacking, examining, repacking, storing and transporting of any item defective in material or workmanship or otherwise not in conformity with NC State Contract 204X (if applicable) or specifications provided by Purchaser. Goods will be delivered to the Purchaser in new condition and undamaged (unless otherwise specified by Purchaser).
- F. This order to Seller is not transferable or assignable without the written permission of Purchaser. Seller is an independent contractor and is not an agent or employee of Purchaser.
- G. Seller warrants that it is the sole owner of the described goods and that it has the unrestricted right to convey a clear title to the Purchaser free and clear of all encumbrances.

2. **CHANGE:** Purchaser reserves the right to change, modify and/or cancel this order upon issuance of a change order. If the Purchaser is not notified to the contrary in writing within 10 days after the issuance of the change order, the changed and/or modification and/or cancellation is considered accepted by the Seller.
3. **WARRANTY OF GOODS AND MATERIALS:** Seller expressly warrants that all goods, provided or used by the Seller will: conform to the drawings, specifications, samples or other descriptions furnished by the Purchaser or by the Seller; meet requirements detailed in the scope of work; be of good materials and workmanship and free from defect. This express warranty shall not be waived by reason of acceptance of the goods or payment made by the Purchaser. Seller also warrants that all items sold or furnished under this order have been produced, sold, delivered and furnished in compliance with all applicable laws and regulations.

THE SELLER WARRANTS THE MERCHANTABLE QUALITY OF THE GOODS SOLD HEREUNDER AND THAT SUCH GOODS ARE FIT FOR THE PURPOSES FOR WHICH THEY WERE PURCHASED. SUCH WARRANTIES ARE IN ADDITION TO ALL EXPRESS WARRANTIES AND WILL RUN TO THE BENEFIT OF THE PURCHASER. THE SELLER'S PERIOD OF WARRANTY WITH RESPECT TO EACH ITEM WILL BE AT LEAST AS LONG AS THAT OF THE MANUFACTURER OF SUCH ITEM, AND SELLER WILL HONOR SAME.

4. **INDEMNITY.** To the fullest extent permitted by law, PURCHASER 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 PURCHASER, if SELLER is found to be a proximate cause of damages or losses suffered by PURCHASER, resulting from SELLER's performance during the execution of this Contract.
5. **INSURANCE.** Seller 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 Seller shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Purchaser. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. Seller shall advise the Purchaser 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. Seller's insurance shall be primary and any insurance or self-funded liability programs maintained by the Purchaser shall not contribute with respect to the Seller's insurance. Purchaser shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the Seller. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

**5.1 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.

**5.2 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.

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

The failure of the Purchaser 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 the obligations of the Seller 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 Purchaser, which immunity is hereby reserved to the Purchaser.

6. **TERMINATION.** The Purchaser may, by written notice, terminate this contract in whole or in part, for failure of Seller to perform, including failure to deliver as and when specified. If so terminated, Seller shall be liable for all damages, including, without limitation, 1) the excess cost of re-procuring similar goods or services, 2) shipping charges for any items the Purchaser may at its option return to Seller, including items already delivered but for which Seller no longer has any use because of default, 3) amounts paid by Purchaser for any items it has received but returns to Seller, and 4) any other damages permitted by applicable law. Purchaser shall have the right to pursue any remedies provided by applicable laws.
7. **EXISTENCE.** Seller 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 Agreement.
8. **COMPLIANCE WTH LAWS.** Seller 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 Occupational Safety and Health Administration, (iv) the Fair Labor Standards Act, and (v) the Wage and Hour Division. In the event Seller 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 Seller may be declared ineligible for further COUNTY contracts.
9. **E-VERIFY.** As a condition of payment for services and/or goods received under this agreement, Seller shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services and/or goods to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Seller shall verify, by affidavit, compliance of the terms of this section upon request by the Purchaser.
10. **EMPLOYMENT ADVERTISING REQUIREMENTS.** Seller 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 term of this Agreement; provided that the foregoing requirement does not limit Seller's ability to advertise and/or otherwise post job openings with other organizations or media outlets.

**11. SECURITY BACKGROUND CHECKS.** The Seller 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 employees of the Seller who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Seller employee from employment on a County contract unless explicitly mandated by law.

The Seller 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 Seller's County point of contact of the results of the review. Seller 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 Seller, 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 Seller shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Seller's employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Seller 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. Seller 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 Seller 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.

**12. DISPUTE RESOLUTION PROCEDURE.** To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Purchaser and the Seller, arising from this Agreement or the services and/or goods being provided by the Seller, 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 Seller 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, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or goods. The costs of the mediation shall be divided equally between the 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 goods 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.

- 13. **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  
PURCHASING DIVISION  
7TH FLOOR, 201 EAST MAIN STREET  
DURHAM, NORTH CAROLINA, 27701**

**SELLER  
NWN CORPORATION  
1015 AVIATION PARKWAY SUITE 100  
MORRISVILLE, NC 27560**

- 14. **CORPORATE AUTHORITY.** By execution hereof, the person signing for Seller below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the Seller.
- 15. **HEADINGS:** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 16. **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.
- 17. **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.
- 18. **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.

**19. ENTIRE CONTRACT.** This contract shall constitute the entire understanding between Purchaser and Seller 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 Purchase of Goods Contract to be executed by their duly authorized officer or agent.

**Purchaser: COUNTY OF DURHAM**

DocuSigned by:

*Kimberly J. Sowell*

8EBF0A6C1C89469...

**Print Name and Title:** Kimberly J. Sowell County Manager

**Date of Signature:** 1/5/2024

**Seller:**

DocuSigned by:

*James Welch*

4E0905961639419...

**Print Name and Title:** James Welch Named Account Mngr

**Date of Signature:** 1/2/2024

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

DocuSigned by:

*Tiffany Murray*

**Tiffany Murray, Durham County Chief Financial Officer**

# Payment Plan Agreement

(Taxable – Government)

**Contract Number: 500-3230891-000**

The words YOU and YOUR refer to the Customer identified below (herein referred to as “Customer”). The words WE, US and OUR refer to NWN CORPORATION (together with its successors and assigns, herein referred to as “Payee”).

## Customer Contact Information

Customer Full Legal Name <b>DURHAM COUNTY, NC</b>					
Contact Person <b>KEITH CLARK</b>	Contact Person Title <b>NETWORK MANAGER</b>	Contact Phone No. <b>(919) 560-7011</b>	Contact Fax No.	Federal Tax ID #	
Address <b>200 E MAIN STREET</b>		City <b>DURHAM</b>	County <b>DURHAM</b>	State <b>NORTH CAROLINA</b>	Zip <b>27701</b>

## Payment Plan Agreement

In consideration of the mutual covenants, terms and conditions hereinafter contained, Customer intends to acquire the hardware (the “Equipment”) and software (the “Software”) products (collectively, the “Products”) and related maintenance, support and/or professional services (the “Services”) more particularly described on the Schedule attached hereto (“Schedule”), and Payee hereby agrees to assist Customer by satisfying the obligation of the upfront cost for the Products and Services in return for the Customer entering into this Payment Plan Agreement No. **500-3230891-000** dated **DECEMBER 22, 2023**. This Payment Plan Agreement No. **500-3230891-000** dated **DECEMBER 22, 2023**, together with the Schedule, shall be defined as the “Agreement”. In consideration of the foregoing, Payee and Customer agree as follows:

### Terms/Conditions

**1. TERM.** This Agreement shall be effective, and the parties' obligations hereunder shall arise, as of the Commencement Date set forth on the Schedule to this Payment Plan Agreement unless terminated sooner pursuant to this Agreement. The term of this Agreement will terminate upon the earliest to occur of any of the following events: (1) an event of non-appropriation in accordance with the terms and conditions of this Agreement; (2) prepayment under the provisions of Section 10; (3) a default by Customer under Section 13; or (4) the payment by Customer of all installment payments to be paid hereunder. Customer intends, subject to the provisions of this Section, to continue the term of this Agreement for the full Term set forth in the Schedule and to pay the installment payments hereunder. In the event sufficient funds are not appropriated for the payment of all installment payments required to be paid, then Customer may terminate this Agreement at the end of the current fiscal year for which funds have been appropriated and Customer shall not be obligated to make the installment payments provided for in this Agreement beyond the then current fiscal year. Customer agrees to give notice to Payee of such termination at least sixty (60) days prior to the end of the then current fiscal year or, if nonappropriation has not occurred by that date, promptly upon the occurrence of nonappropriation. If this Agreement is terminated under this Section, Customer agrees, on or before the effective date of termination, and at Customer's sole cost and expense, to deliver the Equipment to Payee at such location as is specified by Payee, in good working order and condition on or before the effective date of termination, and to cease and discontinue use of all Software and receiving all Services. Upon the occurrence of nonappropriation, Payee shall be entitled to terminate, or cause to be terminated, all Software licenses and all Services provided to Customer that are subject to this Agreement, and to withhold support, consulting and all other Services subject to this Agreement.

**2. INSTALLMENT PAYMENTS.** Payee and Customer understand and intend that the obligation of Customer to pay installment payments hereunder shall constitute a current expense of Customer and shall not in any way be construed to be a debt of Customer in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Customer. Subject to the non-appropriation provision contained in Section 1, Customer shall pay installment payments exclusively from legally available funds to Payee in the amounts and on the installment payment due dates set forth in the Schedule without notice. In the event that any installment payment is not received by Payee on or before the due date therefor, Customer agrees to pay a late charge determined on the basis of accrued interest on the delinquent amount at the rate of one percent (1%) per month (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law) from the date of delinquency to the date that the installment payment is received by Payee. The obligation of Customer to make installment payments hereunder, and to perform and observe the covenants and agreements contained in this Agreement shall be absolute and unconditional in all events, except as expressly provided in this Agreement. Customer shall not assert any right of setoff, counterclaim, or abatement against its obligations hereunder for any reason, including (without limitation) any defects, malfunctions, breakdowns or infirmities in the Products or the Services being provided, or any accident or any unforeseen circumstances.

**3. REPRESENTATIONS AND COVENANTS OF CUSTOMER.** Customer represents, covenants and warrants to Payee as follows: (a) Customer is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the “Code”) and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such; (b) Customer is authorized under the Constitution and laws of the State of NORTH CAROLINA and by a resolution of its governing body (which resolution, if requested by Payee, is attached hereto), to acquire the Products and Services and to enter into, execute and deliver this Agreement and to perform all of its obligations hereunder. The Customer shall comply at all times with all applicable requirements of the Code; (c) Customer's name as indicated in the opening paragraph and on the signature page of this Agreement is its true, correct, and complete legal name; (d) Customer represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement against Customer, and that Customer has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Products and Services by Customer. Customer has appropriated funds to pay the scheduled installment payments due until the end of its current fiscal year and Customer covenants to include all installment payments due under the Schedule in its preliminary annual budget for submission to the governing body of the Customer; (e) Customer shall cause to be executed and attached hereto an incumbency certificate and an opinion of its counsel in form and substance satisfactory to Payee; (f) Customer has determined that a present need exists for the Products and Services, which need is not temporary or expected to diminish in the near future; (g) The Products and Services are essential to and will be used by Customer only for the purpose of performing one or more governmental functions of Customer consistent with the permissible scope of Customer's authority and will not be used in a trade or business of any person or entity; (h) The Equipment is, and shall remain during Term, personal property and when subject to use by Customer will not be or become fixtures; (i) Customer agrees not to take any action with respect to the maintained property that would eliminate the need for the Products or Services during the Term, provided that in the event of a non-appropriation, as herein defined, this restriction shall not apply; (j) following the end of each fiscal year of Customer during the term hereof, Customer shall provide Payee, as soon as they are available, a copy of its audited financial statements for such fiscal year and such other financial information relating to the ability of Customer to continue this Agreement as may reasonably be requested by Payee; (k) Customer acknowledges that Payee is acting only as a financing source with respect to the Products and Services, which have been selected by Customer; and (l) Customer will promptly and duly execute and deliver to Payee such further documents, instruments and assurances and take such further action as Payee may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Payee hereunder.

**4. TITLE TO EQUIPMENT; SECURITY INTEREST.** During the Term, title to the Equipment shall vest in Customer, subject to the rights of Payee hereunder. In the event of a default or nonappropriation, title in and to the Equipment shall immediately vest in Payee. To secure the prompt payment and performance as and when due of all of Payee's obligations hereunder, Customer hereby grants to Payee a first priority security interest in the Equipment, all replacements, substitutions, accessions and proceeds, including the proceeds of all insurance policies, thereof. Customer agrees that with respect to the Equipment, Payee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Customer may not dispose of, sell or lease any item of Equipment without the prior written consent of Payee.

**5. USE AND MAINTENANCE.** Customer shall use the Products and Services solely for the purpose of performing one or more governmental functions of Customer and in a careful, proper and lawful manner and consistent with the requirements of all applicable insurance policies. Customer will not change the location of any Equipment without the prior written consent of Payee, which consent shall not be unreasonably withheld. Customer shall not attach or incorporate the Equipment to or in any other item of equipment in

such a manner that such Equipment becomes or may be deemed to have become an accession to or a part of such other item of equipment. Customer, at its own expense, will keep and maintain, or cause to be kept and maintained, the Equipment in as good an operating condition as when originally delivered to Customer, ordinary wear and tear resulting from proper use thereof excepted, and will provide all maintenance and service and make all repairs reasonably necessary for such purpose. All replacement parts and accessions shall be free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessions replaced. Customer shall not make any material alterations to the Equipment without the prior written consent of Payee, which consent shall not be unreasonably withheld. Upon reasonable advance notice, Payee shall have the right to inspect the Equipment and all related maintenance records, if any, at any reasonable time during normal business hours.

**6. TAXES; FEES; OTHER GOVERNMENTAL CHARGES; LIENS.** The parties contemplate that the Products and Services will be used for a governmental purpose of Customer and that the Products and Services will be exempt from all taxes presently assessed and levied with respect to such equipment, software and services. In the event that the use or acquisition of the Products or Services is found to be subject to taxation in any form (except for net income taxes of Payee) or fees of any kind, Customer will pay, as the same come due, all taxes, fees and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Term of this Agreement against or with respect to the Products and Services, as well as all other fees or charges incurred in the use of the Products and Services. Customer shall keep the Products free and clear of all liens, levies and encumbrances, except those created hereunder.

**7. INSURANCE.** At its own expense, Customer shall keep the Equipment insured against loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the greater of the full replacement value of the Equipment or the sum of all installment payments then due and unpaid and scheduled to become due hereunder. If Customer insures similar properties against casualty loss by self-insurance, with Payee's prior written consent, Customer may satisfy its obligations with respect to casualty insurance by means of a self-insurance fund. In addition, Customer shall throughout the Term carry public liability insurance, both personal injury and property damage, covering the Products and Services in an amount as Payee may from time to time reasonably require. Payee and its successors and assigns shall be named as an additional insured with respect to all such liability insurance. With Payee's prior written consent, Customer may satisfy its obligations with respect to liability insurance by maintaining a funded self-insurance plan. All insurance shall be in form and amount and with companies reasonably satisfactory to Payee. Customer shall pay the premiums therefor and deliver to Payee evidence of such insurance coverage, annually throughout the Term.

**8. RISK OF LOSS.** Customer assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment, defect therein or unfitness or obsolescence thereof, shall relieve Customer of its obligation to make the installment payments or perform any other obligations hereunder. If the Equipment is destroyed (in whole or in part) or is damaged by fire or other casualty, or title to, or the temporary use of, the Equipment shall be taken by power of eminent domain, Customer and Payee will cause the net proceeds of any insurance claim or condemnation award to be applied to Customer's obligations hereunder. If Equipment is damaged but not a total loss, Customer shall, at its expense, cause the prompt repair, replacement or restoration of the affected Equipment. If the Equipment is totally lost or destroyed, Customer shall pay to Payee, the sum of all remaining installment payments then due and unpaid and to become due hereunder, together with all other amounts due hereunder, and upon such payment, the security interest of Payee in the Equipment shall terminate, and Customer will acquire full and unencumbered title to such Equipment. Customer agrees that if the insurance proceeds are insufficient to pay in full Customer's obligations hereunder, Customer shall make such payments to the extent of any deficiency, but only from funds legally available for such purpose.

**9. DISCLAIMER OF WARRANTIES.** PAYEE HEREBY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: THE FITNESS FOR USE, DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY GUARANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS, it being agreed that all such risks, as between Customer and Payee, are to be borne by Customer. Payee is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment.

**10. PREPAYMENT.** Provided that Customer is not then in default under this Agreement, this Agreement will terminate at the end of the Term, upon payment in full of all installment payments and other amounts payable by Customer hereunder for the full Term, or on any installment payment due date, upon payment by Customer of the then applicable Prepayment Amount as set forth on the Schedule plus the installment payment due on such date and all other amounts then due by Customer hereunder, provided Customer shall have given Payee not less than thirty (30) days' prior written notice of its intent to make such payment.

**11. ASSIGNMENT.** This Agreement, and the rights of Payee hereunder and in and to the Schedule, may be assigned and reassigned in whole or in part to one or more assignees by Payee or its assignees at any time without the necessity of obtaining the consent of Customer; provided, however, no such assignment or reassignment shall be effective unless and until Customer shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Agreement on its behalf. Upon receipt of notice of assignment, Customer agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Customer may from time to time have against Payee or Payee's assignees. Customer agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Payee or its assignees to protect their interests in this Agreement. This Agreement may not be sold, assigned, sublet or encumbered by Customer without the prior written consent of Payee.

**12. INDEMNIFICATION.** To the extent permitted by the laws and Constitution of the State of NORTH CAROLINA, Customer hereby assumes and agrees to indemnify, protect, save and keep harmless Payee, its agents and employees, from and against any and all losses, damages, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of (1) any breach or default on the part of the Customer in the performance of any of its obligations under this Agreement or any other contract with a supplier or vendor related to the Products or Services, or; (2) any act or negligence of Customer with respect to the Products or Services; or (3) the acquisition, delivery and acceptance of the Products or Services. It is understood and agreed, however, that Payee shall give Customer prompt notice of any claim or liability hereby indemnified against and that Customer shall be entitled to control the defense thereof, so long as Customer is not in default hereunder. In addition, to the extent permitted by the laws and Constitution of the State of NORTH CAROLINA, Customer hereby assumes and agrees to indemnify, protect, save and keep harmless Payee, its agents and employees, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of any termination of the Software licenses or Services, or recovery and return of the Equipment, and cessation or withholding of Services in connection with Payee's exercise of its rights upon the occurrence of nonappropriation or an event of default under the Agreement. Nothing in this section shall be deemed to constitute a waiver of the governmental immunity of Customer, which immunity is hereby reserved to customer.

**13. EVENTS OF DEFAULT AND REMEDIES.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (1) failure by Customer to pay any installment payment or other payment required to be paid hereunder within five (5) days of the due date thereof; (2) failure by Customer to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder and such failure shall continue unremedied for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, unless Payee shall agree in writing to an extension of such time prior to its expiration; (3) any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect hereto by or on behalf of Customer proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Customer; or (4) commencement by Customer of a case or proceeding under the Federal bankruptcy laws or filing by Customer of any petition or answer seeking relief under any existing or future bankruptcy, insolvency or other similar laws or an answer admitting or not contesting the material allegations of a petition filed against Customer in any such proceeding; (5) a petition against Customer in a proceeding under any existing or future bankruptcy, insolvency or other similar laws shall be filed and not withdrawn or dismissed within sixty (60) days thereafter; or (6) an actual or attempted sale, lease or encumbrance of any Equipment or any attachment, levy or execution is levied upon or against any Equipment. Whenever any event of default shall have occurred and be continuing, Payee shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies: (1) subject to limitations imposed by applicable law and with or without terminating this Agreement, require all outstanding installment payments and other sums due and scheduled to become due (discounted at the original rate of interest) to become immediately due and payable by the Customer, (2) terminate this Agreement and all of Customer's rights hereunder as to any or all Products or Services and, as a result of such termination, Customer acknowledges that Payee may withhold, or request each supplier or vendor to immediately withhold, support, consulting and all other Services, (3) require Customer at Customer's risk and expense promptly to deliver the Equipment to Payee in good working order and condition at such location in the continental United States as is specified by Payee, (4) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of NORTH CAROLINA or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement, to recover damages for the breach of this Agreement. Customer acknowledges that upon a default under this Agreement, Customer will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Payee with respect to the enforcement of any of the remedies listed above or any other remedy available to Payee. No remedy herein conferred upon or reserved

to Payee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**14. MISCELLANEOUS.** All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing. This Agreement shall inure to the benefit of and shall be binding upon Payee and Customer and their respective successors and assigns. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. The representations, warranties and covenants of Customer herein shall be deemed to be continuing and to survive the closing hereunder. The obligations of Customer under Sections 1, 6, and 12, which accrue during the term of this Agreement, shall survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Customer agrees that Payee or its Assignee may treat executed faxes or photocopies delivered to Payee as original documents; however, Customer agrees to deliver original signed documents as requested. Customer agrees that Payee may insert the appropriate administrative information to complete this Agreement. Payee will provide a copy of the final Agreement upon request. This Agreement shall be governed by and construed in accordance with the laws of the State of **NORTH CAROLINA**. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. This Agreement constitutes the entire agreement between Payee and Customer. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties by or between the parties, express or implied, not specified herein regarding this Agreement or the Products or Services which are the subject hereof. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Customer in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Payee and will not apply to this Agreement. Customer by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Electronic Signatures.** This Agreement and any related document (each a "Record") may, if agreed by Payee, be in an electronic form and may be signed electronically (including, without limitation, facsimile and/or .pdf), and Customer agrees that any electronic signature associated with any Record shall be valid and binding on Customer to the same extent as a manual signature, and that any Record entered into with an electronic signature, will constitute the legal, valid and binding obligation of Customer. Customer shall not challenge the validity or enforceability of any electronic Record solely due to its electronic form or Customer's electronic signature. Any Record may be executed in multiple counterparts, including both paper and electronic, but all counterparts are one and the same Record. All electronic Records shall be considered an original for all purposes. Payee is under no obligation to accept an electronic signature; however, if accepted, Payee may rely on the electronic signature without further verification. For the purpose of establishing original chattel paper, the physical printed version of this Agreement containing an electronic signature with the legend "Original" shall constitute the only original authoritative chattel paper. Payee shall be the sole party permitted to add such legend.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above set forth.

**DURHAM COUNTY, NC**

as Customer  
DocuSigned by:

*Kimberly J. Sowell*

By: \_\_\_\_\_  
8EBF0A6C1C89469...

Printed Name: Kimberly J. Sowell

Printed Name: \_\_\_\_\_

Title: County Manager

Title: \_\_\_\_\_

**NWN CORPORATION**

as Payee  
DocuSigned by:

*James Welch*

By: \_\_\_\_\_  
4E0905961639419...

Printed Name: James Welch

Printed Name: \_\_\_\_\_

Title: Named Account Mngr

Title: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local

DocuSigned by: Budget and

Fiscal Control Act.

*Tiffany Murray*

By: \_\_\_\_\_  
2F80F2B29C0C4B0...  
Tiffany Murray, Durham County Chief Financial Officer

**SCHEDULE TO THE PAYMENT PLAN AGREEMENT**

This Schedule is entered into pursuant to the Payment Plan Agreement No. **500-3230891-000** dated as of **DECEMBER 22, 2023** between **NWN CORPORATION** and **DURHAM COUNTY, NC**. The terms and conditions of the Payment Plan Agreement (the "Agreement") are incorporated herein.

NWN, at its sole determination, may choose not to accept this Schedule if the fully executed, original Agreement (including this Schedule and all ancillary documents) are not received by **NWN CORPORATION** at its place of business by **12/22/2023**

**Description of Products and Services**

*Software License Provider:* Cisco Systems, Inc

*Software License Agreement, Licensed Software and Services Description:* The Software License Agreement, Licensed Software and Services subject to this Schedule are as set forth in that certain **NWN CORPORATION** Opportunity #124231, dated 12/4/2023

*Cost Breakout*

License and/or Service Fees: \$  
 Sales/use tax financed (if any): \$ **FULLY DESCRIBED ON THE ATTACHED OPPORTUNITY #124231, DATED 12/04/2023, ATTACHERE HERETO AND MADE A PART HEREOF.**  
 Total Amount Financed: \$

**Commencement and Payment Terms**

The Commencement Date of this Agreement shall be December 22, 2023. Payment terms shall be stipulated as per the table below. So long as no Event of Default has occurred and is continuing, Customer shall have the option to prepay the installment payments due under this Schedule by paying the outstanding principal balance shown in the table below, plus all accrued and unpaid interest thereon, plus a prepayment premium equal to 3% of the outstanding principal balance.

Payment Due Date	Installment Payment	Outstanding Principal Balance
12/22/2023	\$374,306.43	\$748,612.86
12/22/2024	\$374,306.43	\$374,306.43
12/22/2025	\$374,306.43	0.00

**Pay Proceeds**

The undersigned, an authorized representative of Customer hereby requests and authorizes NWN CORPORATION to disburse the net proceeds of the Agreement as follows:

Payee Name	Amount	Pay By	
NWN CORPORATION	\$1,122,919.29	<input type="checkbox"/> Check	<input type="checkbox"/> Wire
		Mailing Address:	<input type="checkbox"/> ACH
		_____	(Please separately include vendor's ACH instructions)
		_____	

**Customer Invoice Instructions**

*Customer Bill to Address:*  Information Service & Technology \_\_\_\_\_  
 200 E. Main Street, 5th Floor \_\_\_\_\_  
 Durham, NC 27701 \_\_\_\_\_

*Customer Billing Contact:*  
 First and Last Name:  IS&T Business \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 ISTBusiness@dconc.gov \_\_\_\_\_

\_\_\_\_\_ *Purchase Order Number:* \_\_\_\_\_

Invoices require Purchase Order Numbers: Yes \_\_\_\_\_ No \_\_\_\_\_

IN WITNESS WHEREOF, **NWN CORPORATION** and **DURHAM COUNTY, NC** have caused this Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above. This Schedule shall not be binding upon **NWN CORPORATION** until any and all conditions precedent contained herein have been met and receipt of, in form satisfactory to **NWN CORPORATION** in its sole discretion, all required documentation and credit enhancements from **DURHAM COUNTY, NC** including but not limited to, acceptance certificate, counsel opinion(s), insurance certificate(s), and tax documentation.

**DURHAM COUNTY, NC**  
as Customer

DocuSigned by:  
By: Kimberly J. Sowell  
8EBF0A6C1C89469...

Printed Name: Kimberly J. Sowell

Title: County Manager

**NWN CORPORATION**  
as Payee

DocuSigned by:  
By: James Welch  
4E0905961639419...

Printed Name: James Welch

Title: Named Account Mngr

This instrument has been pre-audited in the manner required by the Local

Government Budget and  
Fiscal Control Act.  
DocuSigned by:  
Tiffany Murray  
Tiffany Murray, Durham County Chief Financial Officer



**PROPOSAL QUOTE SHEET**

1015 Aviation Parkway  
 Suite 100  
 Morrisville, NC 27560

919.653.4400 Phone  
 919.653.4401 Fax



**Cisco Security Option 2 Quoted per NC 204X State Contract**

<b>Client:</b>	Durham County Government	<b>Issue Date:</b>	12.4.23
<b>Client Address 1:</b>	.	<b>Opportunity #:</b>	124231
<b>Client Address 2:</b>	.	<b>Account Exec:</b>	James Welch
<b>Client City, State, Zip:</b>	.		jwelch@nwnit.com
<b>Attn:</b>	.		919.653.4461
<b>Phone:</b>	.	<b>Version:</b>	3.00
<b>email:</b>	.		

Product Number	Description	Qty	List Price	Unit Price	Extended Price
<b>Section 1 - Hardware</b>					
ELA2-M	Cisco EA BUNDLE	1	\$ 2,511,440.20	\$ 1,004,576.08	\$ 1,004,576.08
E2F-SEC-A4E-ADV	Cisco EA 2.0 Choice - Security Suites- AMP4E Advantage	1			
E2SF-P-AMP-ADV-10	Sec EA 2.0 Choice AMP Endpoints Advantage 10pk	250			
SVS-EA2-AMPE-SUP-B	BASIC SUPPORT FOR AMP END POINTS	1			
E2F-SEC-ISE3	Cisco EA 2.0 Choice - Security Suites- ISE 3.0	1			
E2SF-I-ISE-ADV-10	Cisco Security EA 2.0 Choice ISE Advantage Subscription 10pk	350			
E2SF-I-ISE-PREM-10	Cisco Security EA 2.0 Choice ISE Premier Subscription 10pk	250			
E2SF-I-ISE3-ADM	Security EA 2.0 Choice ISE 3.0 Device Admin TACACS License	2			
SVS-EA2-ISE3-SUP-B	Cisco EA 2.0 Choice - ISE 3.0 - Basic SW Support	1			
E2F-SEC-SWATCH	Cisco EA 2.0 Choice - Security Suites- Stealthwatch	1			
E2SF-S-SWFR-10	Security EA 2.0 Stealthwatch Flow Rate License -10PK	2115			
SVS-EA2-STLW-SUP-B	EMBEDDED ONLINE SUPPORT FOR SECURE NETWORK ANALYTICS	1			
E2F-SEC-TET	Cisco EA 2.0 Choice - Security Suites- Tetration	1			
E2SF-TAAS-WPFND	Sec Choice EA Tetration SaaS Workload Protection License	400			
SVS-EA2-TETC-SUP-B	Basic Support for Tetration (Cloud)	1			
E2F-SEC-UMBDNSA	Cisco EA 2.0 Choice - Security Suites-Umbrella DNS Advantage	1			
E2SF-U-DNS-R-ADV	Sec EA 2.0 Choice Umbrella DNS Advantage	2000			
E2SF-U-DSA-CONSOLE	Sec EA 2.0 Choice Umbrella DNS A Investigate Console	1			
SVS-EA2-SIG-SUPT-E	Umbrella Support for DNS/SIG Packages - Enhanced	1			
NACCOUNTBLOCK=	Pre-paid funds on account for Product or PS purchases	1	\$ 80,000.00	\$ 40,000.00	\$ 40,000.00
	Funds valid for 12 months from time of purchase				
	Amount to be Financed : \$1,122,919.29(Includes Tax)				
	3 Annual Payments of \$374,306.43 due 12.15.23, 12.15.24, 12.15.25				
	Payment Terms: 3 Years				
				\$ -	\$ -

Section 1 Hardware & Software Subtotal \$ 1,044,576.08

<b>Section 2 - 60 Months Manufacturing Maintenance</b>		\$ -	\$ -
		Section 2 Maintenance & SaaS Subtotal	\$ -

<b>Section 3 - Professional Services</b>			
NBlock	Pre-paid funds on account for Product or Services purchases		\$ -

<b>Section 4 - Optional Products &amp; Services</b>			
	<i>Note: a signed nCare contract is required to establish new services</i>		\$ -

<b>Subtotals</b>					
		Hardware and Software Subtotal:	\$	1,044,576.08	
		Manufacturer's Maintenance Subtotal:	\$	-	
		Professional Services Subtotal:	\$	-	
		<b>Total Project Investment</b>	<b>\$</b>	<b>1,044,576.08</b>	
		<b>Estimated Taxes</b>	<b>\$</b>	<b>78,343.21</b>	
		<b>Total Project Investment including Taxes &amp; Shipping</b>	<b>\$</b>	<b>1,122,919.29</b>	

**Terms & Conditions**  
 This quote is valid for 90 days from date of issue. Applicable taxes & freight charges will be applied to the final invoice. NWN will invoice customer for hardware, software and maintenance upon shipment from Original Equipment Manufacturer.



**STATE OF NORTH CAROLINA  
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)  
STATEWIDE IT PROCUREMENT OFFICE**

**Statewide IT Contract Number 204X – IT Infrastructure Solutions**

Bid / Solicitation Number ITS-400277

Contract Award Type CONVENIENCE

Current Effective Dates **July 1, 2018 through June 30, 2024**  
Renewals: Four (4) one-year options

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Scope

The Department of Information Technology created this Statewide IT Contract to provide IT Infrastructure Solutions for purchase, with options for support, to Agencies within the State of North Carolina. The scope of the 204X Statewide IT Contract is defined in Table 1:

Segment	Segment Description
Servers	Physical servers, including rack-mounted, blades, and tower models, virtual servers, and related emerging technologies
Storage	Enterprise mass storage components, purchased as standalone units or as part of a storage system containing several unique items, and related emerging technologies
Networking Equipment	Physical devices which are required for communication and interaction between devices on a computer network, and related emerging technologies (e.g., L1-L7 networking devices: repeaters, extenders, optical, switches, routers, firewalls, gateways, and IP Telephony)
IT Infrastructure Software	Software used in the operation, maintenance, or management of IT Infrastructure Solutions within the scope of this contract (e.g., IT hardware management software, software defined storage, network modeling software, performance monitoring software)
Converged IT Infrastructure Solutions	Includes pre-engineered converged and hyper-converged enterprise infrastructure solutions that integrate one or more IT infrastructure elements (e.g., servers, storage, networking equipment, virtualization, management software) and related emerging technologies
IT Infrastructure Peripheral Components	Peripherals (e.g., memory, hard drives, racks, additional processors, cables) must be able to attach to, work with, and be supported by the IT Infrastructure Solutions and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripheral Options (procured by themselves) may be purchased under this contract in amounts up to <b>\$25,000</b> .
Value Added Services	<b>NOTE: The 204X contract is not a Services only contract. Any Value Added Services must be related to or in conjunction with hardware or software purchases made under this contract</b>  For Value Added Services, Vendor and Agency shall develop a mutually agreed upon written Statement of Work subject to the terms and conditions of this contract to describe in detail the Value Added Services being provided by the Vendor to the Agency and the specific pricing for these Value Added Services. Value Added Services related to IT Infrastructure Solutions include roadmap planning, site assessments, design, configuration, manufacturing (e.g., assembly, configuration), installation, implementation, training, move / add / changes, hard drive retention, end of life disposal / recycling, and support and maintenance, including extended maintenance renewals for hardware and associated software, middleware, and firmware.

Table 1: Scope of 204X Statewide IT Contract

The contract shall be a Statewide IT **CONVENIENCE** Contract for the use of Executive State Agencies and non-Executive State Agencies as permitted by law. This is not a mandatory IT Statewide Term Contract. Non-Executive State Agencies include the North Carolina University System and its member campuses, Instructional components of the Department of Public Instruction, Instructional components of the North Carolina Community College System, as well as local (municipal and county) governments.

**There is no minimum order size or spending limit on this contract.**

**PLEASE NOTE: Any State Agency that will be using a 204X Vendor Solution which is Cloud-Based or Software as a Service (SaaS) must submit a request to the State CIO for a hosting exception via the Exception Process located at the following link: <https://it.nc.gov/documents/exception-resources>**

NC State IT Contract 204X Manufacturers:		
<del>Aerohive Networks</del> (Purchased by Extreme Networks)	Fujitsu (Removed 6/9/2020)	Rubrik
APC by Schneider Electric IT Corp.	Gigamon	Ruckus Networks
Arista Networks	<del>Hedvig</del> (Removed 7/31/2020)	Symantec
Avaya	Hewlett Packard Enterprise	Tripp Lite
Belkin	Hitachi	Veritas <b>**Only non-Cloud Software**</b>
<del>BlueCat Networks</del> (Removed 6/15/2023)	IBM	VMware
Ciena	Infoblox	
Cisco	Juniper Networks	
Dell	Kyndryl, Inc.	
EMC	Lenovo	
Extreme Networks	NetApp	
F5 Networks	Nutanix	
Forescout Technologies	Palo Alto	
FireEye Security Holdings, LLC.	Pure Storage	
Fortinet	Riverbed	

**Abnormal Quantities Threshold**

Any request that exceeds **\$250,000** must be reviewed and approved by the Statewide IT Procurement Office before a Purchase Order can be issued.

For NC eProcurement Users, the system will automatically add the appropriate NCDIT Approvers and the Statewide IT Procurement Office to your Approval Flow.

For Non-NC eProcurement Users, you must email your request (including the Vendor quote and your documentation) to the following address:

To: [Submit2.StatewideIT@its.nc.gov](mailto:Submit2.StatewideIT@its.nc.gov)  
 (Please include "Abnormal Quantity Request STC 204A" in the subject line of the email).

The Statewide IT Procurement Office, in consultation with the procuring Agency, may process the request in one or more of the following ways:

1. Purchase may be authorized at current pricing with current Vendor(s)
2. Additional discounts from current pricing level may be negotiated with current vendor(s) or approved resellers
3. A separate Invitation for Bids may be issued for the requirement

**NOTE: Effective June 10, 2021** – Per the Enterprise Security and Risk Management Office ("ESRMO"), State Agencies must submit a **Vendor Readiness Assessment Report ("VRAR")** for any State hosted or Cloud hosted vendor solutions. The VRAR is required for the **initial request to purchase** any State hosted or Cloud hosted vendors solutions. A VRAR is not required for renewals of existing State hosted or Cloud hosted vendors solutions. The VRAR must be reviewed and approved by the Enterprise Security and Risk Management Office ("ESRMO").

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Cisco Systems, Inc.	DISYS Solutions, Inc.	44670 Cape Court Suite 100 Ashburn, VA 20147	<p><b><u>Inside State and Local Governments</u></b>                      Pankaj Sharma                      Email: <a href="mailto:Pankaj.Sharma@dsitech.com">Pankaj.Sharma@dsitech.com</a>                      Phone: 571-707-3610</p> <p><b><u>Outside Sales – State and Local Governments and Education</u></b>                      Benjamin Johnson                      Email: <a href="mailto:benjamin.johnson@dsitech.com">benjamin.johnson@dsitech.com</a>                      Phone: 828-989-0641</p>
	ePlus Technology, Inc.	511 Davis Drive Suite 350 Morrisville, NC 27560	<p><b><u>Inside Sales – State and Local Governments, Education</u></b>                      Kelly Manning                      Email: <a href="mailto:kmanning@eplus.com">kmanning@eplus.com</a>                      Phone: 910-679-3726</p> <p><b><u>Outside Sales – State and Local Governments, Education</u></b>                      Alex Medina                      Email: <a href="mailto:Alex.Medina@eplus.com">Alex.Medina@eplus.com</a>                      Phone: 919-425-5643</p>
	Internetwork Services Incorporated, dba Internetwork Engineering	13777 Ballantyne Corporate Place Suite 305 Charlotte, NC 28277	<p><b><u>Inside Sales - State and Local Governments, Education</u></b>                      Client Services                      Email: <a href="mailto:ClientServices@ineteng.com">ClientServices@ineteng.com</a>                      Phone: 704-540-5800</p> <p><b><u>Outside Sales – State and Local Governments and Education</u></b>                      NC SLED Account Team                      Email: <a href="mailto:NCSLED@ineteng.com">NCSLED@ineteng.com</a>                      Phone: 704-540-5800</p>
	NWN Carousel	7025 Albert Pick Road Suite 302 Greensboro, NC 27409	<p><b><u>Inside Sales for State and Local Governments</u></b>                      Jacqueline Bohn                      Email: <a href="mailto:jbohn@nwncarousel.com">jbohn@nwncarousel.com</a>                      Phone: 856-914-5618</p> <p><b><u>Outside Sales for State and Local Governments</u></b>                      JP Pennington                      Email: <a href="mailto:jpennington@nwncarousel.com">jpennington@nwncarousel.com</a>                      Phone: 803-629-8407</p> <p><b><u>Academic Sales (K-12 Local Education Authorities)</u></b>                      James Welch                      Email: <a href="mailto:jwelch@nwncarousel.com">jwelch@nwncarousel.com</a>                      Phone: 919-795-5946</p> <p><b><u>Academic Sales (Higher Education)</u></b>                      Tommy Coleman                      Email: <a href="mailto:tc Coleman@nwncarousel.com">tc Coleman@nwncarousel.com</a>                      Phone: 336-232-5248</p>

Pricing

Awarded Vendors provided a minimum discount off MSRP / List Prices for awarded Manufacturers in awarded Segments. Agencies should review all quotes to ensure that discounts provided off MSRP / List Prices are equal to or greater than minimum discounts found in Table 3 for applicable Segment. Some Vendors provided different minimum discount percentages for hardware (HW), software (SW) and extended warranties (EW), which are noted in Table 3.

**Please Note: Some Vendors did have product line specific exceptions to the minimum discount percentages. Certain Vendor product lines may have a lower minimum discount off list. Contact the Contract Administrator if you need additional information on these product line specific exceptions.**

Manufacturer	Awarded Vendor	Minimum Discount %s off MSRP / List Price					
		Servers	Storage	Networking Equipment	Software	Converged Solutions	Peripheral Components
APC by Schneider Electric	CDWG	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3%	3% HW 3% SW 3% EW	3% HW 3% EW
Arista Networks	Arista Networks			42% HW 42% SW 10% EW	42%	42% HW 42% SW 10% EW	
Avaya Inc.	Avaya			39% HW 39% SW 6% EW		24% SW 6% EW	39% HW 6% EW
Belkin	CDWG	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3%	3% HW 3% SW 3% EW	3% HW 3% EW
Ciena Communications	Ciena Communications			58% HW 58% SW 58% EW			
Cisco Systems, Inc.	Cisco	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	10%  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 0% EW  (Smart Net Total Care available with Govt. & Educ. Discounts)
Dell Marketing, LP	Dell Marketing, LP	13.5% HW .5% SW .5% EW	13.5% HW .5% SW .5% EW	5% HW .5% SW .5% EW	.5%	2.5% HW .5% SW .5% EW	2.5% HW .5% EW
EMC Corporation	EMC Corporation		32% HW 32% SW 5% EW	32% HW 32% SW 5% EW	23%	15% HW 15% SW 5% EW	
Extreme Networks	Extreme Networks			48% HW 48% SW 15% EW	48%		48% HW 15% EW
F5 Networks	Carahsoft			4% HW 4% SW 4% EW		4% HW 4% SW 4% EW	

Manufacturer	Awarded Vendor	Minimum Discount %s off MSRP / List Price					
		Servers	Storage	Networking Equipment	Software	Converged Solutions	Peripheral Components
Ruckus	Ruckus			44% HW 44% SW 25% EW			
SecureWorks	Carahsoft			2% SW	2% SW		
Symantec	Carahsoft			10% HW 3% SW 1% EW	3%		10% HW 1% EW
Tripp Lite	CDWG	38% HW 38% SW 38% EW	38% HW 38% SW 38% EW	38% HW 38% SW 38% EW	38%	38% HW 38% SW 38% EW	38% HW 38% EW
Veritas	Carahsoft	25% SW 5% EW	25% SW 5% EW		25%	25% HW 5% EW	5% EW
VMware	VMware	4.00% SW 2.27% EW	4.00% SW 2.27% EW	4.00% SW 2.27% EW	4%		

Table 3: Awarded Vendors' Minimum Discount Percentages Off MSRP / List Price by Segment

**NOTE:** Vendors may offer higher discounts at any time during the contract. Some Vendors may offer more favorable discounts for Academic / Education entities. **Purchasing entities are encouraged to request from Vendors more favorable pricing for larger purchases.**

Service Level Agreements

DIT has included specific Service Level Agreements (SLAs) in this contract to manage the Vendors' performance (see Table 4).

SLA Name	SLA Description	Minimum Threshold
Delivery Time	<p>Delivery Time is the number of calendar days between Vendor's receipt of a valid request for IT Infrastructure Solutions and the date the IT Infrastructure Solutions are delivered.</p> <p>Vendor shall process Agency purchase order and deliver ordered IT Infrastructure Solutions within <b>thirty (30) calendar days</b>.</p> <p>Agency requested delivery dates that are past the established minimum threshold are excluded from this Service Level Agreement. Orders for Converged IT Infrastructure Solutions or complex, highly configured IT Infrastructure Solutions are excluded from this Service Level Agreement. Delays in delivery due to industry-wide component shortages or region-wide transportation delays that are submitted in writing to the Agency with supporting documentation are not included in the calculation of this Service Level Agreement.</p>	95%
Quote Time	<p>Quote Time is the number of calendar days between Vendor's receipt of a request for quote on IT Infrastructure Solutions and the date the written quote is delivered to the Agency.</p> <p>Vendor shall process Agency requests for quotes for IT Infrastructure Solutions <b>within five (5) business days</b> for items in the Servers, Storage, Networking Equipment, IT Infrastructure Software, and IT Infrastructure Peripheral Components Segments.</p> <p>Vendor shall process Agency requests for quotes for IT Infrastructure Solutions <b>within ten (10) business days</b> for items in the Converged IT Infrastructure Solutions and Value-Added Services Segments.</p>	95%

SLA Name	SLA Description	Minimum Threshold
Order Accuracy	Order Accuracy is the degree that Vendor delivers items to the Agency that match what is on the Purchase Order and that an accurate packing slip is included in the shipment. If a single item received does not match the item that was listed on the Purchase Order, or an accurate packing slip is not included in the shipment, then the delivery is considered to be inaccurate for purposes of measuring this Service Level Agreement. Agency shall notify Vendor in writing (e.g., email) of any order accuracy issues.	98%
Invoice Accuracy	Vendor shall issue invoices that match the Agency Purchase Order issued to the Vendor and the Vendor's quote.	98%

Table 4: Service Level Agreement Minimum Thresholds

Agencies should notify the DIT Contract Administrator if Vendor's performance falls below the minimum thresholds specified in Table 4 for any one-month period.

**Return of Merchandise**

Return policies vary by Vendor. Agencies should review Vendor's return policy prior to ordering as some Vendors do not accept stock balance returns unless due to Vendor error.

See Table 5 for specific return policy by Manufacturer.

Manufacturer	Return Policy
<b>APC by Schneider Electric</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Arista Networks</b>	No stock balance returns
<b>Avaya Inc.</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Belkin</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Ciena Communications</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Cisco Systems, Inc.</b>	No stock balance returns.
<b>Dell Marketing, LP</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>EMC Corporation</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Extreme Networks</b>	No stock balance returns. Only warranty replacements or repair offered.
<b>F5 Networks</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, no returns permitted.
<b>FireEye Security Holdings, LLC.</b>	No stock balance returns. Only warranty replacements or repair offered.
<b>Forescout Technologies, Inc.</b>	No stock balance returns
<b>Fortinet, Inc.</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Gigamon</b>	No stock balance returns.
<b>Hewlett Packard Enterprise</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Hitachi</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>IBM</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Infoblox</b>	No stock balance returns
<b>Juniper Networks</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Kyndryl, Inc.</b>	N/A. Services
<b>Lenovo (United States), Inc.</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.

Manufacturer	Return Policy
<b>NetApp</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery.
<b>Nutanix</b>	No stock balance returns.
<b>Palo Alto Networks</b>	No restocking fees on returns if customer has a form of Premium Support.
<b>Pure Storage, Inc.</b>	If equipment is factory sealed and returned within 30-days of delivery date, Pure Storage will consider returns on a case by case basis.
<b>Riverbed</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Rubrik</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Ruckus</b>	If equipment is factory sealed and returned within 30-days of delivery date, Ruckus will consider returns on a case by case basis.
<b>SecureWorks</b>	Not applicable.
<b>Symantec</b>	No stock balance returns.
<b>Tripp Lite</b>	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
<b>Veritas</b>	No stock balance returns.
<b>VMware Inc.</b>	No stock balance returns.

Table 5: Manufacturer Return Policy

## Taxes

The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this contract. Applicable State or local sales taxes shall be invoiced as a separate item

## Transportation Charges

Transportation of Deliverables shall be **FOB Destination**; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

## History

2018-07-16: Removed Dell resellers at Dell's request.  
2018-07-26: Added eGroup as EMC reseller.  
2018-07-30: Added Cambridge Computer Solutions, Davenport Group, and NWN as EMC resellers.  
2018-08-08: Added Sirius as EMC reseller. Added Cambridge Computer Solutions and Davenport Group as Dell resellers. Fortinet awarded as 204X Vendor.  
2018-08-10: Added Presidio as EMC reseller.  
2018-08-15: Removed Alphanumeric Systems as Lenovo reseller. Added Meridian IT as Lenovo reseller. Added Nitor Solutions and Sirius Computer Solutions as Dell resellers.  
2018-08-24: Added Corus360 as IBM reseller.  
2018-08-29: Added Mainline as EMC reseller.  
2018-08-31: Updated Fortinet contact info.  
2018-09-20: Pricing Exception note added  
2018-10-01: Carahsoft awarded for Gigamon, Infoblox, Nutanix, and Palo Alto Networks products.  
2018-10-09: Updated Aerohive contact information.  
2018-10-19: NetApp awarded as 204X vendor.  
2018-10-23: Carahsoft awarded for F5 Networks products