

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 _____

STATE CONTRACT: NC 204X

SCOPE OF WORK: _____

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

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

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES _____ NO

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

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

COUNTY ATTORNEY

Signature: _____ Date: _____

Reviewing Attorney: _____ Date: _____

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

REQUISITIONER

PURCHASING MANAGER

DocuSign E-Signature: _____ Date: _____

_____ Date: _____

Print Name/E-Mail: _____

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

CHIEF FINANCIAL OFFICER

DocuSign E-Signature: _____ Date: _____

_____ Date: _____

Print Name/Title: _____

DocuSign E-Signature

E-Mail Address: _____

COUNTY MANAGER

_____ Date: _____

DocuSign E-Signature

CLERK TO THE BOARD

_____ Date: _____

DocuSign E-Signature

Additional Comments/Instructions by Department:

FUNDS RESERVATION# _____

IS&T DEPT

_____ Date: _____

DocuSign E-Signature

Purchasing Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2023

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

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

PRODUCER RSC Insurance Brokerage, Inc. 750 Third Ave 15th Floor New York NY 10017		CONTACT NAME: April Ruiz PHONE (A/C, No, Ext): E-MAIL ADDRESS: aruiz@krautergroup.com		FAX (A/C, No):	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Hartford Fire Insurance Co	NAIC # 19682
				INSURER B: Hartford Casualty Insurance Co	29424
				INSURER C: Hartford Ins Co of the Midwest	37478
				INSURER D: Indian Harbor Insurance Company	
				INSURER E:	
				INSURER F:	
INSURED NWN Corporation 659 South County Trail Exeter RI 02822					

COVERAGES**CERTIFICATE NUMBER:** CL235446255**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	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			08 UUN BB6213	05/07/2023	05/07/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			08UENBB6262	05/07/2023	05/07/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> Comp\$1,000	<input checked="" type="checkbox"/> Coll\$1,000						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			08XHUBB5564	05/07/2023	05/07/2024	EACH OCCURRENCE	\$ 13,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 13,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WBAS3SJK	05/07/2023	05/07/2024	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Primary Tech E&O/Cyber Liability			MTP9043167 02	05/07/2023	05/07/2024	Per Occ/Aggregate Limit:	\$5,000,000
							Retention:	\$500,000

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

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

CERTIFICATE HOLDER**CANCELLATION**Durham County
200 E. Main Street

Durham NC 27701

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED NWN Corporation	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

RE: NWN CORP-ACI Manage Svcs-2024-05-1-2025-04-30-\$182,431.80

McKinney, Nathan <nmckinney@dconc.gov>

Thu 5/2/2024 7:17 AM

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

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

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

Hi Sophia,

The COI for NWN Corporation is approved (and will need updating; expires Tuesday).

The Contract with NWN Corporation for \$182,431.80 is approved as to form.

Thank you

Sincerely,

NATHAN L. MCKINNEY | Senior Assistant County Attorney

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



County County Attorney

nmckinney@dconc.gov

P.O. Box 3508

Durham, North Carolina 27702

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

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**NORTH CAROLINA
DURHAM COUNTY**

**SERVICE CONTRACT
NWN CORPORATION**

THIS CONTRACT is made, and entered into this, the 1st day of May 2024, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), **NWN CORPORATION** a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as “**CONTRACTOR**”).

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

- 1. SCOPE OF SERVICES.** **CONTRACTOR** hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance. In the case of a conflict between this base contract and any attachment, the terms of this base contract shall control.

The **COUNTY** will perform on-going contract monitoring to ensure that the terms of this contract are complied with. **CONTRACTOR** agrees to cooperate with the **COUNTY** in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by **CONTRACTOR**.
- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is May 1, 2024. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from May 1, 2024 to April 30, 2025 unless sooner terminated as provided herein..
- 3. PAYMENT TO CONTRACTOR.** **CONTRACTOR** shall receive from **COUNTY** an amount not to exceed One Hundred Eighty-two Thousand Four Hundred Thirty-one Dollars 80/100 (\$182,431.80) as full compensation for the provision of Services. **COUNTY** agrees to pay **CONTRACTOR** at the rates specified for Services performed to the satisfaction of the **COUNTY**, in accordance with this contract, and Attachment 1. Unless otherwise specified, **CONTRACTOR** shall submit an itemized invoice to **COUNTY** by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by **COUNTY**.
- 4. INDEPENDENT CONTRACTOR.** **COUNTY** and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **COUNTY** for any purpose in the performance of **CONTRACTOR**’s duties under this Contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR**’s activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. **CONTRACTOR**, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** **CONTRACTOR** acknowledges and agrees that, in the course of its engagement with **COUNTY**, **CONTRACTOR** or its licensors,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION. To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR’S performance during the execution of this Contract.

7. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “waiver of subrogation” this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR’S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR’S insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “additional insured” this contract shall govern.

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

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

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

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

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

8. TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

14. EMPLOYMENT ADVERTISING REQUIREMENTS. CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham’s Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham COUNTY Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR’S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

15. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies). Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides “minimum value” to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and indemnify the COUNTY against any associated 4980H penalties. **Please complete Exhibit A and return with this contract.**

17. SECURITY BACKGROUND CHECKS. The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NWN CORPORATION
ATTN: JAMES WELCH
1015 AVIATION PKWY; STE. 100
MORRISVILLE, NC 27560**

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

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

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

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

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

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

COUNTY OF DURHAM

By: _____

Print Name/Title: _____

Date of Signature: _____

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

Tiffany Murray, Durham County Chief Financial Officer

NWN CORPORATION

By: _____

Print Name/Title: _____

Date of Signature: _____

ATTACHMENTS to follow

Q-124638

Generated Date: 04/18/2024
Expiration Date: 07/18/2024
Opportunity Name: ACI Managed Services
Opportunity Number: OP-99949
Contract: NC204X State Contract

Account Name: County of Durham, NC - HQ
Primary Contact: Aaron Stone
Contact Phone: (919) 560-7085
Contact Email: astone@dconc.gov

NWN Carousel
Sales Rep: James Welch
Sales Rep Phone: (919) 653-4461
Sales Rep Email: jwelch@nwncarousel.com

BILL TO

County of Durham, NC - HQ
 200 E Main St Bsmt 4
 Durham, NC
 27701-3649

SHIP TO

County of Durham, NC - HQ
 200 E Main St Bsmt 4
 Durham, NC
 27701-3649

Product

Cables, SFP, AP - Subscription Term: 12M 5-1-24 to 4-30-25					
#	ITEM	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
1.	N201-S05-BL	5FT CAT6 GIGABIT SNAGLESS UTP CBL RJ45	100	\$6.56	\$656.00
2.	ADD-LC-LC-15M5OM3	15M 10G LOMM FIBER OPTIC PATCH CABLE OM3 DUPLEX LC/LC 50/125 AQUA	50	\$26.18	\$1,309.00
3.	SFP-10G-SR=	10GBASE-SR SFP Module	20	\$707.90	\$14,158.00
4.	CW9166I-B	Catalyst 9166I AP (W6E, tri-band 4x4, XOR) w/Reg-B	15	\$1,454.34	\$21,815.10
5.	CON-L1NCD-CW911B66	CX LEVEL 1 8X7NCD Catalyst 9166I AP (W	15	\$138.60	\$2,079.00
6.	SW9166-CAPWAP-K9	Capwap software for Catalyst 9166I	15		
7.	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	15		
8.	AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	15		
9.	CW9166I-DNA-OPTOUT	CISCO DNA SUBSCRIPTION OPTOUT for CW9166I	15		
10.	NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	15		
11.	CW9166I-SINGLE	CISCO CATALYST 9166I - Wireless access point - GigE, 5 GigE, 2.5 GigE, Bluetooth 5.1 LE - Bluetooth, 802.11a/b/g/n/ac/ax (Wi-Fi 6E) - 2.4 GHz, 5 GHz, 6 GHz - 1 unit - single pack	15		
12.	CW9166I-OVER	CISCO CATALYST 9166I - Wireless access point - GigE, 5 GigE, 2.5 GigE, Bluetooth 5.1 LE - Bluetooth, Wi-Fi 6E - 2.4 GHz, 5 GHz, 6 GHz - cloud-managed - over option	15		
				Total:	\$40,017.10

Services

#	GROUP NAME	ITEM	QTY	UNIT PRICE**	SUB TERM	EXT. TOTAL
1.	ACI Device Management	Services	1	\$112,414.70	12	\$112,414.70
2.	ACI Issue & Config Management	Services	1	\$30,000.00		\$30,000.00
					Total:	\$142,414.70

***The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.*

Financial Summary	
ITEM	TOTAL
Quote Sub-Total:	\$182,431.80

Billing and Payment Terms	
ITEM	TERM
Billing Terms:	Recurring - Annual
Payment Terms:	Net 90 Days
Payment Schedule:	Future Milestones

Accepted and agreed by:

County of Durham, NC - HQ

NWN Corporation

Signature

Signature

Name

Name

Title

Title

Date

Date



County of Durham, NC - HQ

ACI Managed Services

Scope of Work



Quote Number: Q-124638

Opportunity Number: OP-99949

Table of Contents

- 1. INTRODUCTION 2**
 - 1.1. STATEMENT OF CONFIDENTIALITY..... 2
 - 1.2. PRIMARY CONTACTS 2
 - 1.3. OPPORTUNITY TEAM MEMBERS **ERROR! BOOKMARK NOT DEFINED.**
- 2. EXECUTIVE OVERVIEW 3**
 - 2.1. SOLUTION OVERVIEW 3
- 3. NWN CAROUSEL’S OFFERINGS 5**
 - 3.1. ADVANCED TECHNOLOGY SOLUTIONS SCOPE OF SERVICES..... 5
- 4. SCOPE OF WORK 6**
- 5. ASSUMPTIONS AND RESPONSIBILITIES 7**
 - 5.1. PROJECT ASSUMPTIONS 7
 - 5.2. GENERAL CUSTOMER RESPONSIBILITIES 7
 - 5.3. INSTALLATION CUSTOMER RESPONSIBILITIES 8
- 6. FINANCIALS 9**
 - 6.1. TERMS..... 9
 - 6.2. SUMMARY..... 9
- 7. EXECUTION 10**
 - 7.1. TERMS..... 10
 - 7.2. ACCEPTED AND AGREED BY: 10

1. Introduction

1.1. Statement of Confidentiality

This Scope of Work, presented to you by NWN Corporation (“NWN”) and Carousel Industries of North America, LLC (“Carousel,”) collectively referred to as “NWN Carousel,“ contains confidential and proprietary information. County of Durham, NC - HQ hereto referred to as “the customer” or “customer,“ may not disclose the confidential information contained herein to any third party without the written consent of NWN Carousel. The customer may disclose the contents of this document to representatives, consultants, or employees who need to know its contents for the purpose of the customer’s evaluation of the document. The customer agrees to inform any person reviewing this document on their behalf that they are also bound by this requirement.

NWN Carousel reserves the right to vary the terms of this document in response to changes in requirements or additional information made available by the customer. Submission of this document by NWN Carousel in no way conveys any right, title, interest, or license in any intellectual property rights (including but not limited to patents, copyrights, trade secrets or trademarks) contained herein. All rights are reserved. This Scope of Work is based on NWN Carousel current understanding of the customer’s requirements. The NWN Carousel offer specified herein is not binding except as specified in the Acceptance section of this document.

This documentation might include technical or process inaccuracies or typographical errors and is subject to correction and other revision without notice. NWN Carousel GIVES YOU, THE CLIENT, THIS DOCUMENTATION "AS IS." EXPRESS OR IMPLIED WARRANTIES OF ANY KIND ARE NOT PROVIDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states or jurisdictions do not allow disclaimer of express or implied warranties in certain transactions; therefore, this statement may not apply to you. This section is subject to applicable public records laws and the State of North Carolina Public Records Act.

1.2. Primary Contacts

The following are the primary contacts for both NWN Carousel and the Customer.

Organization	Name	Role	Primary E-Mail	Primary Phone
NWN Carousel	James Welch	Account Executive - South	jwelch@nwncarousel.com	(919) 653-4461
Customer	Aaron Stone	Asst Director of IT	astone@dconc.gov	(919) 560-7085

2. Executive Overview

2.1. Solution Overview

This is a managed services proposal for County of Durham, NC to support and manage the ACI Fabric on a 24/7 basis. This is a multi-pod, multi-site deployment of Cisco ACI on Nexus switching hardware. The ACI deployment has recently been upgraded by NWNC professional services and meets the design and code revision requirements for managed services onboarding.

NWNC proposes a hybrid managed services approach, this proposal includes 24x7 monitoring and management of ACI systems as well as the incorporation of a block of time to allow NWNC to support other technologies that interact with ACI. Examples of supportable integrated technology would be Palo Alto firewalls, Cisco wireless, or Cisco LAN / WAN switching. These systems are not covered under managed services but will require occasional configuration, support, and troubleshooting to work in conjunction with ACI. Systems not deployed by NWNC such as F5 would be best effort in support engagements. The ongoing use of block time to support these systems is strongly encouraged.

This proposal is sized for 22 leaf and spine devices and includes the APIC's at both locations.

NWNC managed services generally covers non project tasks involved in the day-to-day technical operations of a technology. Tasks taking significantly more than 4 hours may need to be approached as projects.

Below are tasks generally covered by Managed Services when falling into the 4 hour window constraint:

- Tenant Object support tasks
- Filter troubleshooting and Limited Creation.
- Application profile creation
- Endpoint group (EPG) creation
- Contracts scoped at a tenant level
- Layer 4 to Layer 7 service graphs troubleshooting.
- Domain associations for EPGs
- Minor firmware and software patching and upgrades.
- Critical security patches.
- APIC monitoring and day to day management.
- RBAC tasks, user addition and deletion
- Support coordination with Cisco TAC.

The following would fall under project tasks, requiring resources in addition to managed services:

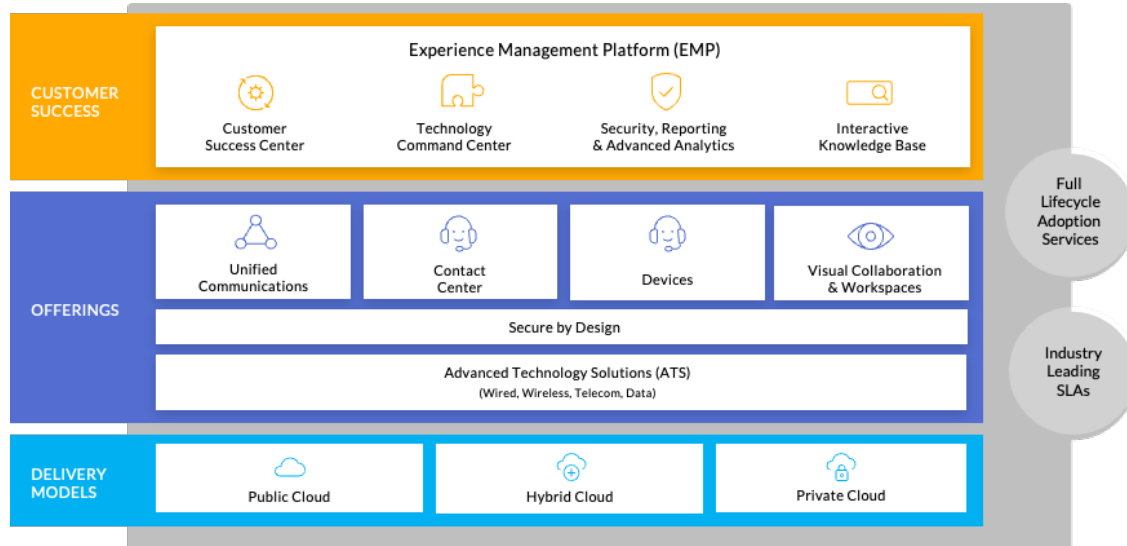
- Major upgrades or firmware changes.
- Physical reconfiguration or cabling.

- Scripting custom or testing pre-created automation prior to use.
- Complex VMM integration tasks.
- Application connectivity mapping to create Applications and Filters.
- QA testing of 3rd party scripted tasks.

The following sections include information on SLA's and additional information on contact procedures, scope of coverage, and managed services general capabilities and limitations.

3. NWN Carousel’s Offerings

NWN Carousel’s offerings are divided into easy to understand and easy to consume bundles. These bundles include the required capabilities you need to get the most out of your technology investment. Each bundle builds upon the other, allowing you to do as much, or as little, or the work yourself, while leaving the rest to us.



The following offerings are covered in this statement of work:

3.1. Advanced Technology Solutions Scope of Services

NWN Carousel’s Advanced Technology Solutions offering provides customized business connectivity including Networking/Telecommunications, Wireless, Data and Microsoft Domain/Directory solutions to support the applications that facilitate the customer’s business. NWN Carousel’s ATS offering provides differentiated value to customers through an assessment led approach that focuses on understanding your infrastructure’s current state to leverage our expertise to architect a modern intelligent infrastructure to support your cloud communications needs.

4. Scope of Work

The following scope of services cover the one-time and ongoing services that are included in this proposal. Services are organized by technology area and by sub-grouping if included. We encourage you to review this scope of work with your NWN Carousel team to ensure we have captured your requirements correctly so that we may deliver the outcomes you expect. Items that are not mentioned in this scope are not included. For more details on the services offered, please refer to the section below titled “Incorporated by Reference.”

4.1.1. ACI Device Management

ITEM	SCOPE	QTY
Network Switching Services	Network Switching Services Top Level Bundle	1
Switch, Fixed Port, EMP Operate	EMP Operate package for a single Switch, Fixed Port. Includes: Service Portal, Remote Monitoring, Reporting, Insights and Analytics, Case, Event, Incident, Configuration, Problem, Change, Service and Software Release and Patch Management. See Service Description for more details.	22
Centralized Network Management Platforms	Centralized Network Management Platforms Top Level Bundle	1
Central Management Platform, On-Premise, EMP Operate	EMP Operate package for a single Central Management Platform, On-Premise. Includes: Service Portal, Remote Monitoring, Reporting, Insights and Analytics, Case, Event, Incident, Configuration, Problem, Change, Service and Software Release and Patch Management. See Service Description for more details.	6

5. Assumptions and Responsibilities

5.1. Project Assumptions

The following list represents some of the items that, unless otherwise noted above, are excluded from the work being performed by NWN Carousel as part of the scope of this project. Anything not specified in the scope above, nor specifically excluded below, is assumed to be excluded. Items that the customer wishes NWN Carousel to provide may be contracted on a time and materials basis, or as part of a separate fixed price scope. Exclusions include:

- NWN will provide knowledge transfer to Customer staff throughout the engagement. Knowledge transfer is not intended to replace formal technical training and certification.
- Travel Costs are billed at actuals unless otherwise noted in your quote
- If this proposal does not include an on-going service contract to cover moves, adds, and changes, upgrades to software and hardware, troubleshooting of circuit outages, or other managed and operate services, these activities are the responsibility of the customer. Should customer require such services, NWN Carousel can provide a separate proposal to meet these needs.
- While under NWN Carousel supervision, all documents and scripts will be subject to NWN Carousel version control.
- Unless otherwise stated, all diagrams will be provided in Visio format and all documentation will be provided in Microsoft Word or Portable Document format. NWN Carousel will provide softcopies of all deliverable documentation created as part of this project

5.2. General Customer Responsibilities

To support this scope of work, The Customer agrees to the following responsibilities:

- Customer agrees to designate a single point of contact to work with NWN Carousel for the duration of this project. This contact shall be available during normal business hours (Monday through Friday 8:00am to 5:30pm local time, excluding NWN Carousel observed holidays).
- Customer agrees to provide reasonable access to Customer sites and facilities, including, where applicable: access to a loading dock/facility to receive equipment, access to a secure workspace to store, stage, and test the equipment
- Customer agrees to provide remote access to the network to facilitate remote configuration and troubleshooting as required
- Customer agrees to provide proper security clearances and/or escorts as required to access the site for equipment installation and maintenance.
- Customer agrees to provide access to appropriate systems to facilitate the completion of this SOW.
- Building, furniture, and/or fixture modification, including but not limited to; the drilling of holes, cutting of access panels, floor cores, or exterior penetrations are the responsibility of others and are considered out of scope
- Customer agrees to provide any special safety equipment if required for sites visited by NWN Carousel personnel or sub-contractors
- Customer will be responsible to have complete backups of any data prior to commencement of our services. NWN assumes no responsibility for lost data.
- Customer will provide for the disposal of any packing materials, inserts, and boxes in which the equipment is shipped once installation is complete.
- Customer must have ACTIVE manufacturer support contracts on any existing equipment that NWN will be performing work on during this work effort.
- Customer agrees to ensure the installation environment is safe and free of contaminants, dust, debris, or other hazardous materials. Inspection, testing, and certification of such materials is the responsibility of the customer.
- Customer agrees that any delays caused by the customer are not the responsibility of NWN Carousel. Further, any additional time or expense incurred because of said delays will be subject to a change order and additional charges.
- If the site is not ready when NWN Carousel arrives, customer may be responsible for additional travel and expenses

- Unless otherwise noted in this proposal, implementation will occur in a single contiguous effort and, if required, site visits will be limited to one visit per site. If the schedule, or number of visits, must change due to delays in equipment availability, customer readiness, site readiness, or any issue outside of NWN Carousel's control, the NWN Carousel Project Manager will document the change and submit a Project Change Order to revise the implementation timeline.

5.3. Installation Customer Responsibilities

To support this scope of work, The Customer agrees to the following responsibilities:

- Customer will provide network and system documentation and any network topology diagram for the existing network infrastructure if available.
- Customer agrees to furnish NWN Carousel with building layouts, floor plans, cable and power drops and other applicable information to facilitate the physical installation of equipment and software covered by this scope of work.
- Customer agrees to ensure that proper environmental conditions are met, including, but not limited to proper power equipment grounded to code, backup power source if required, cooling, rack/floor space, and any external monitoring equipment required.
- Customer agrees to connect PCs, printers, mobile devices, servers, or any other ancillary devices not covered by this scope of work.
- Customer shall be responsible for any changes, reconfiguration, or upgrades to existing servers, systems, printers, and workstations to support this scope of work.
- Customer agrees to install, test, and verify the operation of any equipment or software not covered by this scope of work.
- Customer agrees to ensure that all cabling and facilities are installed, and clearly marked. If items are not clearly marked the customer will aid in identifying all cable drops and the equipment it is used for.
- Customer agrees to provide all supporting technologies including DHCP, DNS, or other systems required for normal functioning of the solution.
- Customer agrees to provide personnel to participate in any testing of the solution required once Customer agrees to provide all the cabling required to complete the installation that is not included with this equipment. All cabling longer than 20 feet will be installed by CUSTOMER and will be labeled with an indication of what the cabling supports.
- Customer shall be responsible to specify, order and ensure the provisioning of an adequate amount of circuit bandwidth and/or SIP trunks to support the operation of the system under normal and peak usage periods.
- All conduit, raceway, cable tray, supporting equipment and structure, regardless of purpose, is to be supplied and installed by others.

6. Financials

6.1. Terms

Item	Term
Contract Term:	36
Payment Terms:	Net 30 Days
Payment Schedule:	Annually

6.2. Summary

Item	Total
One-Time Upfront Ext. Total:	\$182,431.80
Recurring Ext. Total:	\$112,414.70
Total Contract:	\$407,261.20
Year 2 Payment:	112,414.70
Year 3 Payment:	112,414.70

7. Execution

7.1. Terms

Customer shall be billed in accordance with the terms outlined above in the Billing Terms table set forth in the Financials Section. The payment frequency set forth in the table above details the timing and amount of the charges due under this SOW. Where applicable, unless Customer notifies NWN Carousel, as applicable, in writing at least ninety (90) days prior to the subscription renewal date, Customer’s subscription term will automatically renew on annual terms.

In the event Customer does not execute this SOW and only places a Purchase Order, such Purchase Order is deemed acceptance of the terms of this SOW and any additional or different terms in such Purchase Order will not bind NWN Carousel without its written consent to amend the terms of the SOW. Provided no additional or different terms are contained in a Purchase Order, NWN Carousel may reject a Purchase Order in its sole discretion within two (2) business days from its receipt and after which time such Purchase Order is deemed accepted (an “Accepted Purchase Order”). In the event Customer chooses to place a Purchase Order rather than signing this SOW, the date of the Accepted Purchase Order shall be considered the SOW Effective Date.

7.2. Accepted and agreed by:

County of Durham, NC - HQ

NWN Corporation

Signature

Signature

Name

Name

Title

Title

Date

Date



**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

Contract Administrator Debbie Patterson
Email: 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 \$25,000 .
Value Added Services	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 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:		
Aerohive Networks (Purchased by Extreme Networks)	Fujitsu (Removed 6/9/2020)	Rubrik
APC by Schneider Electric IT Corp.	Gigamon	Ruckus Wireless (formerly Ruckus Networks)
Arista Networks	Hedvig (Removed 7/31/2020)	Symantec
Avaya	Hewlett Packard Enterprise	Tripp Lite
Belkin	Hitachi	Veritas **Only non-Cloud Software**
BlueCat Networks (Removed 6/15/2023)	IBM	VMware
Ciena	Infloblox	
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
 (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

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