

# INTERNAL CONTRACT REQUISITION FORM



ENCUMBRANCE FOR  
FY'25 08/04/24-08/04/25

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 \_\_\_

COUNTY ATTORNEY

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

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

Contract Requires BOCC Approval? YES\_X\_ NO \_\_\_ Date of BOCC Approval: \_\_07-08-24\_\_\_\_\_

### 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:





# ADDITIONAL REMARKS SCHEDULE

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

**ADDITIONAL REMARKS**

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

Auto Hired Car Comprehensive/Collision Deductible: \$1,000

Coverage: Excess Tech E&O/Cyber Liability  
 Policy #0313-8251  
 Term: 5/7/2024-5/7/2025  
 Carrier: Allied World Specialty Insurance Company  
 Limit: \$5,000,000 Per Occ/Aggregate

Coverage: Excess Tech E&O/Cyber Liability  
 Policy #EOL-241196  
 Term: 5/7/2024-5/7/2025  
 Carrier: Crum & Forster Specialty Insurance Company  
 Limit: \$5,000,000 Per Occ/Aggregate

- Additional Named Insureds:
- NWN PARENT HOLDINGS LLC
  - 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
  - ASP NWN MANAGEMENT HOLDINGS LP
  - ASP NWN HOLDINGS LP
  - ASP NWN CORPORATE PARENT HOLDINGS LLC
  - ASP NWN CORPORATE INTERMEDIATE HOLDINGS LLC
  - ASP NWN CORPORATE ACQUISITION CO LLC
  - ASP NWN PARENT HOLDINGS LLC
  - ASP NWN INTERMEDIATE HOLDINGS LLC
  - ASP NWN ACQUISITION CO LLC
  - HANNIBAL SCT REALTY, LLC

RE: NWN - Hosted Phone Support - \$557,079.25



McKinney, Nathan

To: Minor, Tamara D.

You replied to this message on 6/28/2024 8:12 AM.



Fri 6/28/2024 8:11 AM

Hi Tamara,

Thanks so much for the background info.

The COI for NWN Corporation is approved.

The Encumbrance and Proposal for year 2 of 3 on the 8/4/2023 contract for \$557,079.25 are approved as to form.

Thanks again

Sincerely,

**NATHAN L. MCKINNEY** | Senior Assistant County Attorney

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



County Attorney

[nmckinney@dconc.gov](mailto: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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**Q-142928**

**Generated Date:** 06/24/2024  
**Expiration Date:** 08/24/2024  
**Opportunity Name:** Hosted UC and Flex EA 3 years  
**Opportunity Number:** OP-75389

**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

**Services**

Subscription Term: 12				
#	ITEM	DESCRIPTION	QTY	EXT. TOTAL
1.	UC-BUNDLE-CORE	Core hosted delivery services for UC, CC, Dubber, Bandwidth, & EMP	1	\$557,079.25

*\*\*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:	\$557,079.25
Recurring Ext. Total:	\$557,079.25

Billing and Payment Terms	
ITEM	TERM
Billing Terms:	Recurring - Annual
Payment Terms:	Net 30 Days
Payment Schedule:	100% on Completion

## Terms and Conditions

This Quote is presented to you by NWN Corporation ("NWN") and Carousel Industries of North America, LLC ("Carousel") (collectively, "NWN Carousel"). On May 7, 2021, a parent company of NWN Corporation acquired Carousel Industries of North America, LLC. Following the acquisition, Carousel Industries of North America, LLC and NWN Corporation will continue to exist as distinct legal entities. The collective companies are operating under the brand, 'NWN Carousel' and for clarity, such brand name is not a legal entity.

This Quote shall expire on the Expiration Date set forth above or upon the execution of a SOW, whichever shall occur first. In no event will the Quote be valid for longer than 30 days from the Generated Date, also set forth above. Applicable taxes and freight charges will be applied to the final invoice and Customer shall be billed in accordance with the terms outlined above. For purposes of calculating Taxes, Customer's location will be set to Customer's service address or billing address (if the service address is unknown) unless Customer specifically notifies NWN Carousel in writing that it intends to use the services at another/additional valid physical location(s). NWN Carousel reserves the right to reject any request to treat an alternative physical location as Customer's service address if NWN Carousel discovers that the address is invalid or otherwise inaccurate. If NWN Carousel must pay for any additional Taxes, Imposition and associated interest and/or penalties arising from Customer's provision of erroneous location data, Customer shall promptly reimburse NWN Carousel for the same within fourteen (14) days of demand by NWN Carousel. Further, Customer shall be responsible for notifying NWN Carousel in the event of any change to service address(s). The payment frequency set forth above details the timing and amount of the charges due under this Quote. One-Time Product charges, including hardware and software, will be invoiced in full at time of shipment. Where applicable, unless Customer notifies NWN Carousel in writing at least ninety (90) days prior to the subscription renewal date, Customer's subscription term will automatically renew on annual terms. Notwithstanding anything to the contrary, in the event Customer is purchasing software licenses or other usage-based consumption products or services under this Quote, and Customer's actual software license count or usage exceeds those initially purchased pursuant to this Quote, Customer will be invoiced during the next billing cycle based on the highest licenses count or usage consumed and not the amounts initially set forth in this Quote. Thereafter Customer shall be billed based on the highest license count or usage consumed under this Quote. For avoidance of doubt, overages will be billed in the month following when the overage occurred. This Quote and any applicable Products or Services purchased hereunder are subject to either (i) the applicable mutually executed Master Products and Services Agreement or Master Services Agreement that authorizes the purchase(s) herein between NWN Carousel and Customer; or (ii) where NWN Carousel and Customer have not executed such an agreement, the terms and conditions set forth at the NWN Master Agreement or Carousel Master Agreement, located at <https://nwncarousel.com/master-agreement/> shall apply (the online terms and conditions and the applicable agreement shall each be deemed the "Agreement"). This Quote is additionally subject to the applicable: (i) service descriptions set forth at <https://nwncarousel.com/service-descriptions>, (ii) the third party terms set forth at <https://nwncarousel.com/third-party-eula-tos-warranty/>, and (iii) the compliance policies and terms set forth at <https://nwncarousel.com/compliance/> and such terms are incorporated by reference into this Quote. For the avoidance of doubt, in the event of any conflict between the terms of this Quote and the Agreement, the terms of the Agreement shall prevail. To the extent the name of the Agreement does not correspond with those referenced above but authorizes Customer to purchase Products or Services from NWN Carousel, those agreements shall additionally be deemed Agreements for the purposes of this Quote. Any terms not defined in this Quote shall be set forth in the Agreement. Unless otherwise prohibited, in the event a product return by Customer triggers NWN Carousel's vendors to impose restocking fee(s) to process such return, NWN Carousel may, in its sole discretion, impose equivalent restocking fee(s) on customer.

In the event Customer does not execute this Quote and only places a Purchase Order, such Purchase Order is deemed acceptance of the terms of this Quote 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 Quote. 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 Quote, the date of the Accepted Purchase Order shall be considered the Effective Date.

## Statement of Confidentiality

This quote has been developed by NWN Carousel and is NWN Carousel's proprietary trade secret and business confidential information. This quote may not be released to another vendor, business partner or contractor without prior written consent from NWN Carousel.

## Additional Information



**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](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	<p><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></p> <p>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.</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@nncarousel.com

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

ENCUMBRANCE FOR FY 24  
08/04/23-08/04/24

SCOPE OF WORK: HOSTED PHONE SOLUTION

CONTRACT AMT: \$619,242.38 CONTRACT TERM: 08/04/2023 - 08/04/2026 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
2	1001010000	4200191000	5200160100			0026	\$619,242.38		Year 1

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**

**PURCHASING MANAGER**

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

Jonathan Hawley Date: 8/21/2023

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

DocuSign E-Signature

**DEPARTMENT HEAD OR DESIGNEE**

**CHIEF FINANCIAL OFFICER**

DocuSign E-Signature: Tamara Minor Date: 8/21/2023

Crystal Wright Date: 8/21/2023

Print Name/Title: Tamara Minor ADMINISTRATIVE OFFICER

DocuSign E-Signature

E-Mail Address: tamaraminor@dconc.gov

**COUNTY MANAGER**  
Dr. Kimberly J. Sowell Date: 8/27/2023

Additional Comments/Instructions by Department:

DocuSign E-Signature

**CLERK TO THE BOARD**

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

DocuSign E-Signature

FUNDS RESERVATION# 24-198

PRIORITY REQUEST PER DEPT

Purchasing Comments: NON-COMP, FURTHER INFORMATION WAS REQUIRED

**IS&T DEPT**

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

DocuSign E-Signature

THE COI/LEGAL APPROVAL IS ATTACHED TO THE FR IN SAP



# Funds Reservation 240000198

General Data			
Company code	DCNC	Document date	08/10/2023
		Posting date	08/10/2023
More Data			
Text	SERVICE CONTRACT 08/04/23 - 08/04/26		
Overall Amount	619,242.38 USD		
To Approve	0.00 USD		

Document item 001			
Text	HOSTED PHONE SOLUTION		
STATEWIDE IT CONTRACT NUMBER 204X - IT INFRASTRUCTURE SOLUTIONS			
YEAR 1 08/04/23-08/04/24 OF 3 YEAR TERM (08/04/23-08/04/26)			
PLACED FUNDS ON LINE 02 TO CORRECT ACCOUNT ASSIGNMENT ERROR. EFF 08/18/23			
Fund	4004160000	Funds center	4200191000
Cost Center	4200191000	G/L account	5200160100
Vendor	1000011364	Vendor Name	NWN CORP
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	4200191016140101
Amount		0.00 USD	
Open amount		0.00 USD	
To approve		0.00 USD	

Document item 002			
Text	HOSTED PHONE SOLUTION		
STATEWIDE IT CONTRACT NUMBER 204X - IT INFRASTRUCTURE			
SOLUTIONS YEAR 1 08/04/23-08/04/24 OF 3 YEAR TERM (08/04/23-08/04/26)			

*Jonathan Kauder*  
PURCHASING OFFICER  
*Christy Whit*  
CHIEF FINANCIAL OFFICER



# Funds Reservation 240000198

General Data			
Company code	DCNC	Document date	08/10/2023
		Posting date	08/10/2023
More Data			
Text	SERVICE CONTRACT 08/04/23 - 08/04/26		
Overall Amount	619,242.38 USD		
To Approve	0.00 USD		

Fund	1001010000	Funds center	4200191000
Cost Center	4200191000	G/L account	5200160100
Vendor	1000011364	Vendor Name	NWN CORP
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	619,242.38 USD		
Open amount	619,242.38 USD		
To approve	0.00 USD		

*Jonathan Kauder*  
 PURCHASING OFFICER  
*Christy Stuyt*  
 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

**NORTH CAROLINA  
DURHAM COUNTY**

**SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into this the 4<sup>th</sup> day of August, 2023, 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 duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR”).

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

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance. The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.
2. **EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is August 4, **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 contract for services is from 08/04/2023 - 08/04/2026 unless sooner terminated as provided herein.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed SIX HUNDRED NINETEEN THOUSAND TWO HUNDRED FORTY-TWO DOLLARS AND THIRTY-EIGHT CENTS (\$619,242.38) 1st/3 years 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 weekly invoice to COUNTY for the weeks 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. 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, 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**

**CONTRACTOR  
NWN CORPORATION  
1015 AVIATION PARKWAY, SUITE 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**

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

**Print Name/Title:** Dr. Kimberly J. Sowell  
County Manager

**Date of Signature:** 8/27/2023

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

DocuSigned by:  
Crystally Wright  
64D5F7463114D4  
**Crystally Wright, Durham County Interim Chief Financial Officer**

**CONTRACTOR**

DocuSigned by:  
**By:** James Welch  
65F34B94B46343E...

**Print Name/Title:** James Welch Named Account Manager

**Date of Signature:** 8/21/2023

ATTACHMENTS to follow



# County of Durham, NC - HQ

Flex EA 3 Years

Scope of Work



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## 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.

This Scope of Work is valid for thirty (120) days from this date June 6, 2023. 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.

### 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
<b>NWN Carousel</b>	James Welch	Account Executive - South	jwelch@nwncarousel.com	(919) 653-4461
<b>Customer</b>	Aaron Stone	Director, Information Technology	astone@dconc.gov	(919) 560-7085

### 1.3. Opportunity Team Members

Organization	Name	Role
<b>NWN Carousel</b>	Jackie Bohn	Sales Operations Specialist (CI)
<b>NWN Carousel</b>	Chris Leppard	Solution Architect

## 2. Executive Overview

### 2.1. NWN Carousel's Mantra

County of Durham is engaging NWN Carousel to provide consulting services and partner support for their Unified Communications needs. NWN Carousel's hosted collaboration solution (HCS) will provide support for two thousand users. Additionally, managed and professional services for contact center for one hundred agents upgraded to Webex Contact Center.

### 2.2. Solution Overview

The scope of work for this effort will include the following:

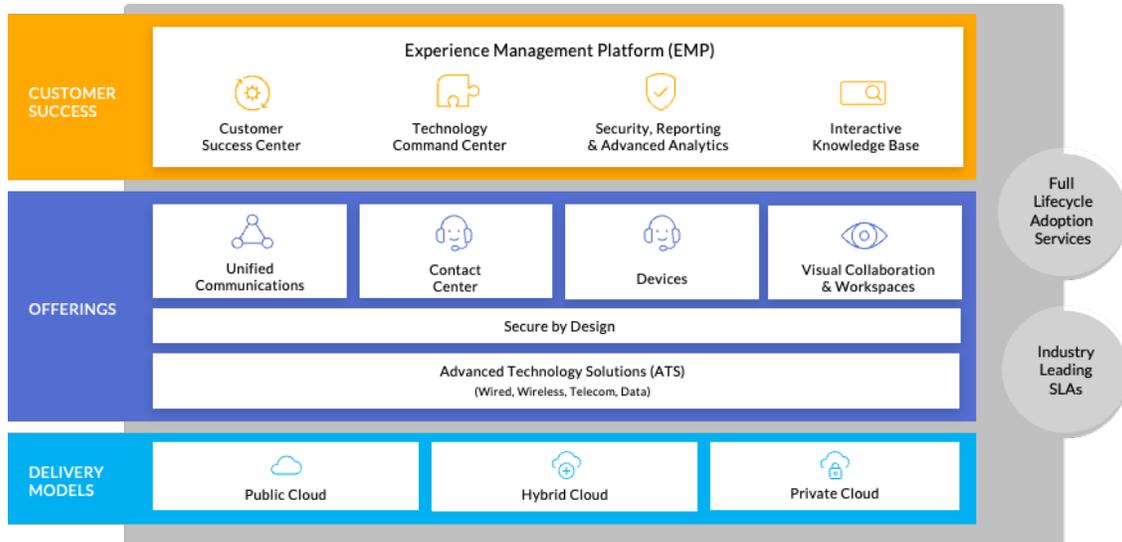
- Carrier services for 4040 DIDs
- Unified Communications as a Service for 2000 users
- Contact Center as a Services for 100 agents
  - 10 Premium Agents
  - 90 Standard Agents
  - Dubber Teams Recording
    - Audit Reports
    - Search Team Recordings
    - Download Bulk Recordings
    - Recording Deletion
- EMP Core services with access to NWN Carousel Knowledge base, Self-Service ticketing, UC Administration, and reports
- Monitor and Operate a Single-Tenant Cloud Package
  - Cisco Unified Communications Manager
  - Cisco Unity Connection
  - Cisco Emergency Responder
  - Cisco Expressway-C and Expressway-E for
    - Mobile and Remote Access
    - Business-to-Business
    - Hybrid Connector Services
- Project coordination of upgraded infrastructure to Webex Calling Dedicated Instance and Webex Contact Center
  - 10 Project go-live cutover events

A Project Coordinator will be provided by NWN Carousel to coordinate and facilitate meetings and activities between NWN Carousel and customer resources including:

- Working sessions to prepare for performing the work.
- Making the changes in production.
- Coordinating the change window.
- Handling communication between NWN Carousel and the appropriate Customer points of contact

### 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. Contact Center Solutions

NWN Carousel's Contact Center offering is adaptable and collaborative, leveraging intelligent automation and knowledge to deliver business value and competitive advantage. NWN Carousel's Contact Center experts architect solutions that enable a shift from reactive customer service to proactive customer engagement. Interact with customers on the channel of their choice while empowering agents with a comprehensive toolset to provide a unique experience that is easy to provision, use, and manage for organizations of all sizes.

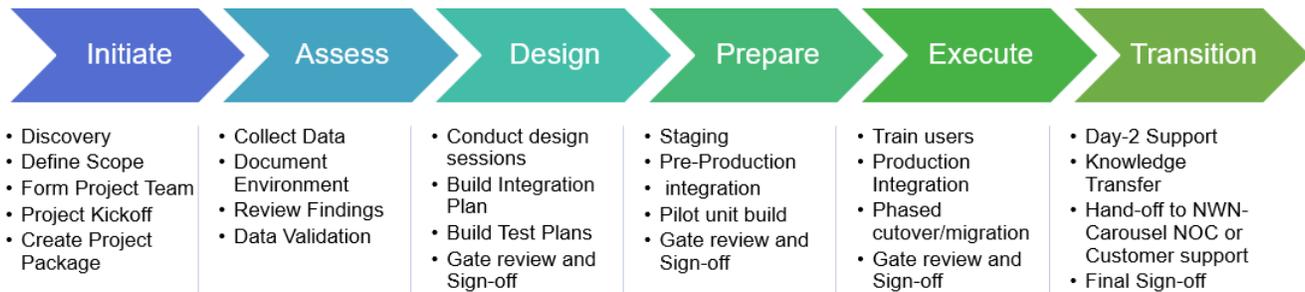
#### 3.2. Unified Communications and Collaboration Solutions

NWN Carousel's Unified Communication & Collaboration Service Bundles offer a suite of enterprise collaboration services and applications aimed to help customers enhance employee productivity and communication while improving the overall employee and customer experience. As part of the Unified Communications & Collaboration Solutions, NWN Carousel also provides Lifecycle, Adoption, and Monitor & Operate Services with the unparalleled visibility and control delivered by our Experience Management Platform (EMP), making this a true solution-as-a-Service offering.

## 4. Project Governance

### 4.1. Overview

To deliver the highest quality project implementation, NWN Carousel brings a tightly controlled, comprehensive project management process that emphasizes detailed up-front discovery and design to help avoid costly, time-consuming missteps later in the deployment cycle. This approach has a proven track record of success.



### 4.2. Project Governance Scope of Services

#### 4.2.1. UC Services Details

ITEM	SCOPE	QTY
<b>Governance Services</b>	<b>Governance Services, Top Level Bundle</b>	<b>1</b>
Unified Communications Project Initiation	Initiation of the overall project. NWN Carousel will engage the project team and begin the process of scheduling the work contained in this SOW. Standard Project Management includes regular project meetings if required to provide status on the project and to review issues and actions related to the project.	1
Unified Communications Project Kickoff Meeting	The NWN Carousel Team and the Customer Team will participate in one or more meetings designed to establish the following: NWN Carousel expectations, client expectations, roles and responsibilities of project team members, draft schedule, task plan, logistics management plan and the communications plan.	1
Unified Communications Technical Design Workshop	NWN Carousel will conduct a Technical Design Workshop. This meeting, conducted by the lead technical resource on the NWN Carousel team, is intended to be use to finalize the low level design of the scoped solution. This may include reviewing IP Address and host naming, cable standards, username standards, passwords, or other technical information required to successfully complete the project. Customer is responsible for providing required documentation and personnel to facilitate this session.	1
Unified Communications Project Site Cutover, Standard - Normal Bus. Hrs.	NWN Carousel will perform a standard cutover to deploy the solution into production during the pre-determined cutover window during regular NWN Carousel business hours. During this time system functionality will be verified. If issues are found during this window that require a rollback, this decision will be made jointly between the customer and NWN Carousel and rollback procedures will be executed to return the solution to the pre-cutover state. Includes 4 hours engineering time per instance.	10
Unified Communications Project Site Post Cutover Support, Half Day Remote	NWN Carousel will provide the client with up to 4 hours of remote post cutover support. NWN Carousel engineers will be available via phone to provide help or information as needed after the solution or site has been cutover. If onsite support is required, the client can engage the Project Manager to arrange additional help.	10

## 5. 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."

### 5.1.1. Carrier Services Details

ITEM	SCOPE	QTY
<b>SIP Services, Bandwidth</b>	<b>SIP Services, Bandwidth Top Level Bundle</b>	<b>1</b>
Standard Calling Plan (DID + 911 + Unlimited Local/LD)	User calling bundle with Direct Inward Dialing (DID), emergency call routing, emergency location record, and unlimited Local and Long Distance in 48 Continental United States minutes per PSTN Utilization Policy.	2000
Additional/Spare DID	New or ported Direct Inward Dialing (DID) number. Local/LD services are available for use with the NWN Carousel SIP Services at the applicable rates	2040

### 5.1.2. UC Services Details

ITEM	SCOPE	QTY
Custom EMP Recurring Services for UC	See Custom Scope for Details	2000
<b>Cisco Single Tenant Cloud, Small System</b>	<b>Cisco Single Tenant Cloud, Small System Top Level Bundle</b>	<b>1</b>
Single Tenant Infrastructure Pkg., Small, EMP Operate	EMP Operate package for a single Single Tenant Infrastructure Pkg., Small. 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.	1
<b>Cisco Single Tenant Cloud, Session Border Controllers Services</b>	<b>Cisco Single Tenant Cloud, Session Border Controllers Services Top Level Bundle</b>	<b>1</b>
SIP/TDM/SRST/Analog Gateway, EMP Operate	EMP Operate package for a single SIP/TDM/SRST/Analog Gateway. 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.	2

### 5.1.3. CC Services Details

ITEM	SCOPE	QTY
<b>Contact Center Core Bundle</b>		<b>1</b>
Webex CC Standard Agent, EMP Operate	EMP Operate package for a single Webex CC Standard Agent. 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.	90

**5.1.3. CC Services Details**

ITEM	SCOPE	QTY
Webex CC Premium Agent, EMP Operate	EMP Operate package for a single Webex CC Premium Agent. 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.	10

## 6. Incorporated by Reference

### 6.1. Overview

This SOW represents the work being performed by NWN Carousel for the customer during the contracted engagement. Some services and products used in the delivery of this SOW are governed by additional documentation and service descriptions. This information is applicable by feature and does not include any feature not covered by the scope above. These can be found in the following locations:

1. **Experience Management Services** – If EMP Services are included in this scope of work, then the following service description is included by reference: <https://nwnit.box.com/s/1csb40l92zhkm6llcdv2ywg4u7hhao2s>
2. **Contact Center Solutions** – Additional information related to Contact Center deliverables can be found here: <https://nwnit.box.com/s/qdk07068glo53mg0ogh5uj4k77wp2hzhf>
3. **Unified Communications** – Additional information related to UC deliverables can be found here: <https://nwnit.box.com/s/kmn8dkjn2cjtss6pbwbpsifno1kwqp1w>

## 7. Assumptions and Responsibilities

### 7.1. 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

### 7.2. 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

- Installations will occur in the minimum number of trips required. If the client wishes to break up the work into additional visits, each visit may require additional time and expense that will be charged to the client.

### 7.3. 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.

## 8. Financials

### 8.1. Terms

Flex EA 3 Years & NWN CI Value Added Services Quoted per NC204X

Item	Term
Contract Term:	36
Billing Terms:	Recurring - Annual
Payment Terms:	Net 30 Days

### 8.2. Summary

Financial Summary	
ITEM	TOTAL
Quote Sub-Total:	\$1,733,400.89
One-Time Ext. Total:	\$62,163.13
Recurring Ext. Total:	\$1,671,237.76
Annual Recurring Ext. Total:	\$557,079.25
Initial First PO Amount:	\$619,242.38

\*\*\* Total Contract includes an overall credit of \$123,482.80 for the remaining balance of the previous contract.

## 9. Execution

### 9.1. 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.

The pricing contained in this SOW is valid for (120) days from date of issue. Applicable shipping charges, taxes, and if applicable, telecommunications surcharges and fees, will be billed by NWN Carousel and itemized on a separate line item(s) on NWN Carousel’s invoice.

In the event Customer does not execute this SOW and only places a FR, such FR is deemed acceptance of the terms of this SOW and any additional or different terms in such FR 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 FR, NWN Carousel may reject a FR in its sole discretion within two (2) business days from its receipt and after which time such FR is deemed accepted (an “Accepted FR”). In the event Customer chooses to place a FR rather than signing this SOW, the date of the Accepted FR shall be considered the SOW Effective Date.

### 9.2. 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](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	<p><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></p> <p>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.</p>

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.	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:tcoleman@nwncarousel.com">tcoleman@nwncarousel.com</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>  Justin DeMaio  Email: <a href="mailto:judemai@presidio.com">judemaio@presidio.com</a>  Phone: 469-549-3847</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>

## 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
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			
Hewlett Packard Enterprise	Hewlett Packard Enterprise	27% HW 27% SW 20% EW	35% HW 35% SW 20% EW	34% HW 20% SW 26% EW	26%	26% HW 26% SW 20% EW	26% HW 20% EW
Hitachi	Enterprise IT Solutions (EITS)	22% HW 12% SW 9% EW	22% HW 12% SW 9% EW	12% HW 12% SW 9% EW	12%	22% HW 12% SW 6% EW	22% HW 9% EW
IBM	IBM	12% HW 12% SW 5% EW	22% HW 22% SW 5% EW	12% HW 12% SW 5% EW	20%	17% HW 22% SW 5% EW	15% HW 5% EW
Infoblox	Carahsoft	10% HW 10% SW 10% EW	10% HW 10% SW 10% EW	10% HW 10% SW 10% EW	10%	10% HW 10% SW 10% EW	10% HW 10% EW
Juniper Networks	Juniper Networks			45% HW 45% SW 15% EW	45%	45% HW 45% SW 15% EW	45% HW 15% EW
Kyndryl, Inc.	Kyndryl, Inc.	5% EW (services)				5% EW (services)	
Lenovo (United States), Inc.	Lenovo (United States), Inc.	24.5% HW 17.5% SW 8.25% EW	19% HW 17.5% SW 8.25% EW	21% HW 17.5% SW 8.25% EW	17.5%	24.5% HW 17.5% SW 8.25% EW	16.25% HW 8.25% EW
NetApp	NetApp	18% HW 18% SW 18% EW	18% HW 18% SW 18% EW	18% HW 18% SW 18% EW	18%	18% HW 18% SW 18% EW	18% HW 18% EW
Nutanix	Carahsoft	6% HW 6% SW 6% EW	6% HW 6% SW 6% EW	6% HW 6% SW 6% EW	6%	6% HW 6% SW 6% EW	6% HW 6% EW
Palo Alto Networks	Carahsoft			1% HW 1% SW 1% EW			
Pure Storage, Inc.	Pure Storage, Inc.		37% HW 6% EW				
Riverbed	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
Rubrik	CDWG	5% HW 5% SW 5% EW	5% HW 5% SW 5% EW	5% HW 5% SW 5% EW	5%	5% HW 5% SW 5% EW	5% HW 5% SW 5% 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