

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: _____ VENDOR # _____

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

Print Name _____ E-Mail Address _____

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

SCOPE OF WORK: _____

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

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

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES ___ NO

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

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

Signature: _____ Date: _____

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

COUNTY ATTORNEY

Reviewing Attorney: _____ Date: _____

REQUISITIONER

DocuSign E-Signature: _____ Date: _____

Print Name/E-Mail: _____

PURCHASING MANAGER

_____ Date: _____

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: _____ Date: _____

Print Name/Title: _____

E-Mail Address: _____

CHIEF FINANCIAL OFFICER

_____ Date: _____

DocuSign E-Signature

COUNTY MANAGER

_____ Date: _____

DocuSign E-Signature

CLERK TO THE BOARD

_____ Date: _____

DocuSign E-Signature

IS&T DEPT

_____ Date: _____

DocuSign E-Signature

Additional Comments/Instructions by Department:

FUNDS RESERVATION# _____

Purchasing Comments:



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED ePlus Technology, Inc. 13595 Dulles Technology Drive Herndon, VA 20171	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

With regard to Property coverage, other deductibles may apply as per policy terms and conditions.

Named Insured Schedule:

- ePlus inc.
- ePlus Group, inc.
- ePlus Technology, inc.
- ePlus Technology Services, inc.
- ePlus Government, inc.
- ePlus Capital, inc.
- ePlus Canada Company
- ePlus Cloud Services, inc.
- ePlus Iceland, inc.
- Asset Finance Group, Inc.
- ePlus Software LLC
- IGX Global UK Limited
- OneCloud Consulting Inc.
- CloudUno Consulting Indian Private Limited
- Cloud Uno Pte. Ltd.
- ePlus Technology Canada, inc.
- IGX Capital UK, Ltd.
- Slait Consulting LLC
- ePlus EMEA, inc.Ltd.
- ePlus Financing Netherlands B.V.
- ePlus Technology Netherlands B.V.

RE: EPLUS TECHNOLOGY-Additional consulting hours-2024-06-30-2025-06-30-\$13,583.52

McKinney, Nathan <nmckinney@dconc.gov>

Tue 4/23/2024 8:26 AM

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

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

Hi Sophia,

The COI for ePlus Technology, Inc. is approved.

The Contract Amendment with ePlus Technology, Inc. (extension to 6/30/2025; additional \$13,583.52) is approved as to form.

Thank you

Sincerely,

NATHAN L. MCKINNEY | Senior Assistant County Attorney

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



County County Attorney

nmckinney@dconc.gov

P.O. Box 3508

Durham, North Carolina 27702

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

This e-mail message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you receive this message in error, please do not forward or use this information in any way. Delete it immediately and contact the sender as soon as possible by the reply option or by telephone at the telephone number listed (if available).

**NORTH CAROLINA
DURHAM COUNTY**

**CONTRACT AMENDMENT
EPLUS TECHNOLOGY, INC.**

THIS CONTRACT AMENDMENT is made and entered into this 30TH day of June, 2024 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **EPLUS TECHNOLOGY, INC.** (hereinafter referred to as “**Contractor**”).

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated May 01, 2023, for the provision of standard hourly consulting Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m., (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through June 30, 2025.
2. The compensation paid to Contractor shall increase by \$13,583.52 from \$38,861.68 for a total of \$52,445.20.
3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM

EPLUS TECHNOLOGY, INC.

By: _____

By: _____

Print Name/Title: _____

Print Name/Title: _____

Date of Signature: _____

Date of Signature: _____

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

Tiffany Murray, Durham County Chief Financial Officer



SOW Change Order Form

This Change Order (“CO”) to Statement of Work effective 6/30/2024 is made to revise certain provisions of the engagement as set forth below.

Original SO #	1003060
Change Number	2
Project Name	Assessment and Implementation
Original SOW Signature Date	6/7/2023
Date CO Requested	4/1/2024
Requested by (Customer / Reseller Contact)	Sharon Faust

Description of Change: Phase 1: Configuration Review and Upgrade Recommendations

1. Review Current Configurations
 - a. High-level review of current configuration with focus on upgrade
2. Software Upgrade Recommendation and Evaluation
 - a. Advise on Upgrade Path and Procedures from TMOS 16.1.1.5 to 17.1.1.
3. Documentation
 - a. Upgrade MOP

Phase 2: Upgrade of Current Devices

1. Support Upgrade of current Devices to agreed upon version.
 - a. Discuss and agree upon timeline for upgrade change window.
 - b. Review Upgrade MOP and finalize procedures for the upgrade.
 - c. Perform upgrade during non-business hours.
 - d. Provide Next Business Day Support following the upgrade for any unforeseeable issues that may arise.

Phase 3: Implementation and Documentation of Disaster Recovery Plan

1. Planning
 - a. F5 to conduct a meeting discussing high level requirements and objectives of the Disaster Recovery Plan.
 - b. Discuss F5 configuration topology relating to Prod DC and DR DC connectivity.
 - c. Determine if a change window is required for implantation based on previous conversations.
2. Documentation
 - a. DR Implementation MOP
 - b. Disaster Recover MOP
 - i. Include RMA procedure/guidance in event of a catastrophic loss of a datacenter and irreparable damages to F5 equipment.
3. Implementation
4. Support Installation and Configuration of two (2) F5 VE's at the DR co-location datacenter
 - a. Based on discussions implement agreed upon configuration for F5 DR VE's



- b. If required provide Next Business Day Support

Phase 4: APM Policy Documentation and Knowledge Transfer

1. Review of APM Policies
 - a. F5 to conduct meeting review policies and intended use plus any recommendations.
2. Documentation
 - a. Create Documentation of requested policy
3. Knowledge Transfer to cross train team on the following focus areas:
 - a. Current Configurations, and how to support and troubleshoot.
 - b. Edge VPN Client
4. Configuration Cleanup and Enhancement as Time Permits
 - a. Assist with cleaning up unused configuration objects if time permits.
 - b. Discuss and implement minor enhancements if time permits.

Project pricing revision:

	Standard Business Duration	Non-Business Duration	Project Management
Total	96	4	

*Note: 64 standard hours were purchased on SO 1003060. Customer will need to purchase an additional 32 standard and 4 premium hours.
 All other terms and conditions of the SOW will remain unchanged and apply to this change order. This Change Order is effective as of the last date of signature set forth below.

Customer

By: _____

Signature

Name: _____

Title: _____

Date: _____

F5 Networks

By: _____

Signature

Name: _____

Title: _____

Date: _____



Customer Name: DURHAM COUNTY
Quote No: 23134637
Quote Name: F5 Consulting
Quotation Date: 04/04/2024

Sales Support Contact: Kelly Manning
Sales Support Phone: 910-679-3726
Sales Support Email: kmanning@eplus.com
Account Executive: Robbie Caldwell
Account Executive Phone: 704-969-1638
Account Executive Email: Robbie.Caldwell@eplus.com

Customer PO No:
Order No:
Expiration Date: 06/30/2024

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext Price
001	F5-CST-S	F5 NETWORKS	CONSULTING STANDARD HOURLY M-F 8AM-6PM	32	373.67	11,957.44
002	F5-CST-P	F5 NETWORKS	CONSULTING PREMIUM HOURLY M-F 6PM-8AM WEEKENDS	4	406.52	1,626.08

Totals 13,583.52

Shipping:	Sub Total (USD):	13,583.52
Packing:	Est. Tax (USD):	TBD if Applicable
	Shp&Hnd (USD):	TBD
	Total (USD):	13,583.52

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

[ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or \[leasing@eplus.com\]\(mailto:leasing@eplus.com\) to receive a lease quote today.](#)

Customer Acceptance	Bill To	Ship To
Signature: _____	DURHAM COUNTY	DURHAM COUNTY
Name: _____	200 EAST MAIN ST	200 EAST MAIN ST
Title: _____	DURHAM NC 27701	5TH FLOOR
Date: _____	UNITED STATES	DURHAM NC 27701-3649
Customer PO #: _____	ACCOUNTS PAYABLE	UNITED STATES
		Antonio Davis

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*NGDC P2 4.1.1.6

ATTACHED FOR REFERENCE PURPOSES

DOCUSIGN

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: EPLUS TECHNOLOGY

VENDOR 1000004714

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

KELLY MANNING

kmanning@eplus.com

Print Name E-Mail Address

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

SCOPE OF WORK: CONSULTING STANDARD HOURLY M-F 8AM-6PM

CONTRACT AMT: \$38,861.68 CONTRACT TERM:05/01/2023-06/30/2024

RFP/IFB/RFQ#: n/a

FUNDING SOURCE/TITLE: General County Federal State

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	4004180000	4200191000	5200160100	4200191018141101		0026	\$38,861.68		
2									
3									

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

COUNTY ATTORNEY

Signature: _____ Date: _____

Reviewing Attorney: _____ Date: _____

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

REQUISITIONER

DocuSigned by:

DocuSign E-Signature: Tamara Minor Date: 5/16/2023

DocuSigned by:

PURCHASING MANAGER

DocuSign E-Signature: Jonathan Hawley Date: 5/16/2023

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

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

DocuSigned by:

DocuSign E-Signature: Kim Cook Date: 5/16/2023

DocuSigned by:

CHIEF FINANCIAL OFFICER

DocuSign E-Signature: Crystally Wright Date: 5/16/2023

Print Name/Title: Kim Cook, Sr. Business Mgr.

DocuSign E-Signature

E-Mail Address: kcook@dconc.gov

COUNTY MANAGER

DocuSign E-Signature: Dr. Kimberly J. Sowell Date: 5/19/2023

Additional Comments/Instructions by Department:

DocuSign E-Signature

CLERK TO THE BOARD

DocuSign E-Signature _____ Date: _____

DocuSign E-Signature

FUNDS RESERVATION# 23-1222

IS&T DEPT

Purchasing Comments: COMP- THE LEGAL APPROVAL IS ATTACHED TO THE FR IN SAP Date: _____

DocuSign E-Signature



Funds Reservation 2300001222

General Data			
Company code	DCNC	Document date	05/04/2023
		Posting date	05/04/2023
More Data			
Text	CONSULTANT CONTRACT 05/01/23-06/30/24		
Overall Amount	38,861.68 USD		
To Approve	0.00 USD		

Document item 001			
Text	CONSULTING STANDARD HOURLY M-F 8AM-6PM		
Fund	4004180000	Funds center	4200191000
Cost Center	4200191000	G/L account	5200160100
Vendor	1000004714	Vendor Name	EPLUS TECHNOLOGY
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	4200191018141101
Amount	38,861.68 USD		
Open amount	38,861.68 USD		
To approve	0.00 USD		

Jonathan Kauder
 PURCHASING OFFICER
Christy Stuyt
 CHIEF FINANCIAL OFFICER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2023

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

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

PRODUCER MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN102561610-7/31-Prop-22-23	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER B : National Fire Insurance Company of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C : Continental Insurance Co.</td> <td>35289</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Co	20508	INSURER B : National Fire Insurance Company of Hartford	20478	INSURER C : Continental Insurance Co.	35289	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Continental Insurance Co.	35289														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CLE-007006043-02 **REVISION NUMBER:** 11

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	7015180175	07/31/2022	07/31/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		X	7015180189	07/31/2022	07/31/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	7015433902	07/31/2022	07/31/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER </td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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A	PROPERTY			7015180175	07/31/2022	07/31/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>LIMIT</td><td style="text-align: right;">10,000,000</td></tr> <tr><td>DED.</td><td style="text-align: right;">10,000</td></tr> </table>	LIMIT	10,000,000	DED.	10,000										
LIMIT	10,000,000																				
DED.	10,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Durham County is/are included as additional insured where required by written contract regarding General and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. Umbrella is follow form of primary subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER Durham County 200 East Main Street Durham, NC 27701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: CN102561610

LOC #: Washington



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED ePlus Technology, Inc. 13595 Dulles Technology Drive Herndon, VA 20171	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

With regard to Property coverage, other deductibles may apply as per policy terms and conditions.

Named Insured Schedule:

- ePlus inc.
- ePlus Group, inc.
- ePlus Technology, inc.
- ePlus Technology Services, inc.
- ePlus Government, inc.
- ePlus Capital, inc.
- ePlus Canada Company
- ePlus Cloud Services, inc.
- ePlus Iceland, inc.
- Asset Finance Group, Inc.
- ePlus Software LLC
- IGX Global UK Limited
- OneCloud Consulting Inc.
- CloudUno Consulting Indian Private Limited
- Cloud Uno Pte. Ltd.
- ePlus Technology Canada, inc.
- IGX Capital UK, Ltd.
- Slait Consulting LLC
- ePlus EMEA, inc.Ltd.
- ePlus Financing Netherlands B.V.
- ePlus Technology Netherlands B.V.

**NORTH CAROLINA
DURHAM COUNTY**

CONSULTANT CONTRACT

THIS CONTRACT is made, and entered into this the 1st day of May, 2023 by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and EPLUS TECHNOLOGY, INC. a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONSULTANT").

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.** CONSULTANT 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. CONSULTANT 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 CONSULTANT.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The "effective date" of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **May 1, 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 May 1, 2023 to June 30, 2024 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONSULTANT.** CONSULTANT shall receive from COUNTY an amount not to exceed THIRTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-ONE DOLLARS AND SIXTY-EIGHT CENTS (\$38,861.68) as full compensation for the provision of Services. COUNTY agrees to pay CONSULTANT at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONSULTANT shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONSULTANT agree that CONSULTANT is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONSULTANT's duties under this Contract. Accordingly, CONSULTANT shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONSULTANT'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.

CONSULTANT, 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.** CONSULTANT acknowledges and agrees that, in the course of its engagement with COUNTY, CONSULTANT 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”.

CONSULTANT 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 CONSULTANT 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.

In consideration of the pursuit of current discussions and payment for the services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

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 CONSULTANT or any of its suppliers, Consultants 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. CONSULTANT 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) CONSULTANT 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. CONSULTANT 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 CONSULTANT, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONSULTANT 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, CONSULTANT 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 CONSULTANT shall have no obligation with respect to any Confidential Information that CONSULTANT can establish was:

- a. Already known to CONSULTANT prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONSULTANT;
- c. Rightfully obtained by CONSULTANT from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONSULTANT 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, CONSULTANT 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 CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONSULTANT shall report a suspected or confirmed security breach to the COUNTY Department Procurement Analyst within twenty-four (24) hours after the breach is first discovered, provided that the CONSULTANT 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 CONSULTANT to give written notice of a security breach to affect persons, the CONSULTANT shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONSULTANT 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. CONSULTANT, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

6. OWNERSHIP OF WORK. All Work and any documents prepared by the CONSULTANT for or on account of this contract shall be the owned by the COUNTY, and the COUNTY shall have all common law, statutory and other reserved rights, including copyright.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the COUNTY’s reserved rights.

7. 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 CONSULTANT is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONSULTANT’s performance during the execution of this Contract.

8. INSURANCE. CONSULTANT 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 CONSULTANT shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONSULTANT’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “waiver of subrogation” this contract shall govern. CONSULTANT 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. CONSULTANT’S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONSULTANT’S insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONSULTANT. In the event CONSULTANT’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “additional insured” this contract shall govern.

8.1 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.

8.2 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.

8.3 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 CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT’s liability under the indemnities granted to the COUNTY in this Contract. CONSULTANT

shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONSULTANT 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 the obligations of the CONSULTANT 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.

9. TERMINATION.

9.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the CONSULTANT 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 CONSULTANT 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 CONSULTANT written Notice of Termination; and/or
- b. Deduct any and all expenses incurred by the County for damages caused by the CONSULTANT'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.

9.2 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 9.1 or 9.2, shall not form the basis of any claim for loss of anticipated profits by either party.

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

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

12. COMPLIANCE WITH LAWS. CONSULTANT 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 CONSULTANT 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 CONSULTANT may be declared ineligible for further COUNTY contracts.

- 13. HEALTH AND SAFETY.** CONSULTANT 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.
- 14. NON-DISCRIMINATION IN EMPLOYMENT.** CONSULTANT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONSULTANT 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, sex, race, creed, national origin, or disability. In the event CONSULTANT 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 CONSULTANT may be declared ineligible for further COUNTY contracts.
- 15. EMPLOYMENT ADVERTISING REQUIREMENTS.** CONSULTANT 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 CONSULTANT’S ability to advertise and/or otherwise post job openings with other organizations or media outlets.
- 16. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONSULTANT provides the services to the County utilizing a subcontractor, CONSULTANT shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONSULTANT shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.
- 17. 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, CONSULTANT shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and to indemnify the County against any associated 4980H penalties. Please complete Exhibit A and return with this contract.
- 18. SECURITY BACKGROUND CHECKS.** The Consultant 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 Consultant’s employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Consultant employee from employment on a County contract unless explicitly mandated by law.

The Consultant 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 Consultant's County point of contact of the results of the review. A Consultant can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract 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 Consultant, 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 Consultant shall provide names of all individuals in the Consultant communications log and to the County Representative. This information will be reviewed annually.

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

19. 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, CONSULTANT must make the materials to be audited available within one (1) week of the request for them.

20. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the COUNTY and the CONSULTANT, arising from this Agreement or the services and/or materials being provided by the CONSULTANT, 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 his designee, shall notify the Mediator who will conduct a mediation and notify the CONSULTANT in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good

faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or materials. The costs of the mediation shall be divided equally between the parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or 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.

- 21. **EXISTENCE.** CONSULTANT warrants that it is an individual/firm/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.
- 22. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONSULTANT below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONSULTANT.
- 23. **SUCCESSORS AND ASSIGNS.** CONSUTANT shall not assign its interest in this Contract without the written consent of COUNTY. CONSULTANT has no authority to enter into contracts on behalf of COUNTY.
- 24. **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	CONSULTANT ATTN: EPLUS TECHNOLOGY INC. 13595 DULLES TECHNOLOGY DRIVE HERNDON, VA 20171
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- 25. **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.
- 26. **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.
- 27. **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 Consultant/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.

- 28. **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.

29. ENTIRE CONTRACT. This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONSULTANT 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 Consultant Contract to be executed by their duly authorized officer or agent.

DocuSigned by:
By: Dr. Kimberly J. Sowell
8EBF0A6C1C89469...
Print Name/Title: Dr. Kimberly J. Sowell County Manager
Date of Signature: 5/19/2023

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

DocuSigned by:
Crystally Wright
6405F02746315F40W
Crystally Wright, Durham County Interim Chief Financial Officer

CONSULTANT
DocuSigned by:
By: Don McLaughlin
F44A77AE31564BB...
Print Name/Title: Don McLaughlin Senior VP Contracts
Date of Signature: 5/12/2023

ATTACHMENTS to follow



SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **County of Durham** (“County”), and ePlus Technology (“Contractor”), which contract is dated 05-01-23. Contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

- I. Background/Purpose: *(Why - Provide a brief description of the services being procured.)*
Review, Assessment, Configuration of F5 Hardware, Software and Disaster Recovery Plan. Additionally, implementation and documentation of Disaster Recovery Plan. As well as review of APM Policy and intended use. Create documentation and provide knowledge transfer
- II. References: *(Identify/attach additional documents relevant to this contract, i.e., quotes, proposals, etc.)*

The following documents are incorporated herein by reference to them:

- 01-Attachment 1 Scope of Services
- 02- Statement of Work
- 04 - Certificate for Durham County
- 05- Contract Request Form

- II. Work/Requirements: *(What/Where - Be as detailed as possible in describing the work.)*
Assist the Platform Services Team with technical details of the project and the terms under which F5 will engage to deliver consulting services outlined in Statement of Work
- III. Schedules/Timelines: *(When – Provide a timetable to complete the work and any phases and/or deadlines.)*
This engagement will be managed by the Platform Services Manager in conjunction with the assigned PM from eplus.
- V. Transmittal/Delivery/Accessibility: *(How - Describe delivery methods for reports or deliverables. Include contact information of department procuring the services. Describe if County property is to be provided or access to the property, and how that will be handled, i.e. keys, holidays, security measures.)*
 Correspondence via email and on-site meeting
- VI. Payment: *(Include Rate of payment, Time for payments and Methods of payment.)*
 County will be able to pay invoice 30 days after invoice is received.



Customer Name: DURHAM COUNTY
Quote No: 22930531
Quote Name: F5 Consulting
Quotation Date: 04/05/2023

Sales Support Contact: Kelly Manning
Sales Support Phone: 910-332-3203
Sales Support Email: kmanning@eplus.com
Account Executive: Robbie Caldwell
Account Executive Phone: 704-969-1638
Account Executive Email: Robbie.Caldwell@eplus.com

Customer PO No:
Order No:
Expiration Date: 06/30/2023

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

External Notes: NC 204X Contract

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
001	F5-CST-S	F5 NETWORKS	CONSULTING STANDARD HOURLY M-F 8AM-6PM Line Note: Coverage Term: 5/1/2023 to 6/30/2024	104	373.67	38,861.68

Totals 38,861.68

Sub Total (USD): **38,861.68**

Est. Tax (USD): **TBD if Applicable**

Shp&Hnd (USD): **0.00**

Total (USD): **38,861.68**

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

[ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or \[leasing@eplus.com\]\(mailto:leasing@eplus.com\) to receive a lease quote today.](#)

Customer Acceptance

Signature: _____

Name: _____

Title: _____

Date: _____

Customer PO #: _____

Bill To

DURHAM COUNTY

200 EAST MAIN ST

DURHAM NC 27701

UNITED STATES

ACCOUNTS PAYABLE

Ship To

DURHAM COUNTY

200 EAST MAIN ST

5TH FLOOR

DURHAM NC 27701-3649

UNITED STATES

Sharon Faust



F5[®] Professional Services
Time and Materials
Statement of Work

This document contains confidential information of F5, which is provided for the sole purpose of permitting the recipient to evaluate the proposal submitted herewith. RECIPIENT AGREES TO MAINTAIN SUCH INFORMATION IN CONFIDENCE AND NOT TO REPRODUCE OR OTHERWISE DISCLOSE THIS INFORMATION TO ANY PERSON OUTSIDE THE GROUP DIRECTLY RESPONSIBLE FOR THE EVALUATION OF ITS CONTENTS. Failure to comply with the foregoing shall be a violation of this Statement of Work and any applicable non-disclosure agreement between the parties.



Customer:	Durham County ("Customer")	
F5:	F5, Inc.	
Project:	Assessment and Implementation	
Reseller	Company Name TBD	Contact information TBD

Statement of Work (SOW) Signature

By signing below and providing a purchase order for these Services to F5, each party accepts the terms herein.

Upon acceptance of the SOW and issuance of a purchase order, please contact installs@f5.com for assistance with scheduling the Services in this SOW.

Customer/Prime Contractor

F5

By: _____
Authorized Signature

By: _____
Authorized Signature

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Company: _____

Company: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Email: _____

Email: _____



Revision History

Revision	Author	Last Modified	Comment	Peer Reviewer	Review date
01	Chris Terry	07/28/2022	Initial Creation	John Willis	07/28/2022
02	Chris Terry	08/2/2022	Revisions		
03	Chris Terry	04/10/2023	Revisions	John Willis	04/10/2023
04	Chris Terry	04/10/2023			

Introduction

This Statement of Work (“SOW”) describes the technical details of the project and the terms under which F5 will engage to deliver consulting services (“Services”) to the Buyer as either (a) the end customer (“Customer”); or (b) if the Buyer is a prime contractor (“Prime Contractor”), to the Customer as a subcontractor of Prime Contractor. All references to “F5” will be deemed to be a reference to the applicable F5 entity. This SOW is effective as of the last date of signature set forth within the Statement of Work (SOW) Signature section. The Buyer and F5 collectively shall be referred to as the “Parties.”

Terms and Acronyms

The defined terms below are in addition to those defined in [Appendix A](#) and shall apply to work performed by both Parties under this SOW.

“Assigned Resource” means the F5 employees or subcontractors who provide Services.

“Change Request” means a written notification to change the terms in this SOW.

“Change Window” means a period of no longer than eight (8) hours during which planned outages and change to Production (see definition below) Services and systems may occur.

“Documentation” means material supplied to Customer in either the Customer’s or F5’s document template.

“Engagement Manager” is a customer resource that is responsible for project execution and will be the primary contact for project oversight and resolving escalations.

“Onsite” means the premise listed in the Site Location(s).

“Premium Hours” means work to be completed during weekends, holidays and weekdays before 8am and after 6pm local time.

“Production” means an environment where the Customer’s (or their affiliates and / or associates) User Equipment (“UE”) control plane and/or data plane IP traffic traverses fully operational and supported network systems and/or software services.

“Review Cycle” means the process for F5 supplying a document specific to the tasks stated herein to Customer for review, and Customer returning the document with relevant feedback in no later than three (3) consecutive business days (Feedback Window). This is classed as one (1) Review Cycle. Where the Feedback Window exceeds the three (3) days, the document is said to have Sign-off.

“Service Products” defined as a list of Stock Keeping Units (SKU) and product descriptions.

“Sign-off” means Documentation submitted to the Customer that has been completed under the Documentation terms listed in the [Scope of Work](#) and [Customer Responsibilities](#) sections of this SOW.

“Standard Business Hours” means work to be completed during weekdays, 8am to 6pm local time.

“Standby Period” means a period of next day business day commencing immediately after a Production rollout.



Project Background

Durham County is expanding to a second colocation datacenter for Disaster Recovery and is seeking guidance, assistance, documentation, and knowledge transfer regarding their solution. There will be a dark fiber between Datacenters and they wish to relocate one of the existing BIGIP i4800s to the new warm DR Datacenter geographically splitting the HA pair. Prior to the geographical relocation and disaster planning the customer requested a review of their configurations highlighting any risks or issues with their existing configurations. Finally, the customer requests assistance with Planning, Documentation, Implementation, Next Business Day Support of DR site for F5 equipment. Upon completion they request 3 days of Knowledge Transfer for their team to be aware of their solutions and how to support them.

The following F5 Products are within scope of this SOW:

Datacenter/ Location	Environment	F5 Module(s) / Chassis	BIG-IP Version	Configuration Totals	Existing / New Deployment	Quantity
Durham, NC	Prod	LTM/APM BIGIP i4800	14.1.3.0.0 .11 Final	Virtuals: 14 Nodes: 30 Pools: 16 iRules: 26 <i>(*** estimated lines of iRules Code)</i> APM Profiles: 3	Existing	2



Scope of Work

F5 shall provide the Services as follows:

Phase 1: Assessment of current F5 Hardware and Software

1. Audit of Configurations (with focus on below pain points)
 - a. F5 Edge Clients connect while on-Premise
 - b. External Internet Communication failures while connected to Edge VPN. DNS resolutions not failing. Review configurations, but also evaluate environmental Routing and Ports and Protocols.
 - c. Suggestions if applicable for HA-Groups
2. Software Upgrade Recommendation and Evaluation
 - a. Evaluate current software version and recommend destination TMOS version.
 - b. Advise on Upgrade Path and Procedures.

Phase 2: Implementation and Documentation of Disaster Recovery Plan

1. Planning
 - a. F5 to conduct meeting discussing high level requirements and objectives of Disaster Recovery Plan.
2. Documentation
 - a. DR Implementation MOP
 - b. Disaster Recover MOP
 - i. Include RMA procedure/guidance in event of a catastrophic loss of a datacenter and irreparable damages to F5 equipment.
3. Implementation
 - a. Support of Cutover to migrate Standby BIGIP to DR co-location datacenter during a 4-hour maintenance window.
4. Next Business Day Support
 - a. Provide Next Business Day Support following the cutover for any unforeseeable issues that may arise.

Phase 2: APM Policy Documentation

1. Review of APM Policies
 - a. F5 to conduct meeting review policies and intended use plus any recommendations.
2. Documentation
 - a. Create Documentation of requested policy



Phase 3: Knowledge Transfer

1. Customer requests 3 days of Knowledge Transfer to cross train team on the following focus areas:
 - a. Current Configurations, and how to support and troubleshoot.
 - b. Edge VPN Client

Knowledge Transfer

To aid the Customer in supporting the solution post engagement, the Assigned Resource will provide ad-hoc knowledge transfer to explain the configuration or activities performed during the delivery of Services. The knowledge transfer of Services performed will occur while the Assigned Resource is engaged with the Customer and prior to the completion of the delivery of Services.

F5 will provide ad-hoc knowledge transfer on the following items.

- Provide an overview of the configuration or activities performed during the delivery of Services.
- Review troubleshooting methodologies for the solution, if applicable.
- Provide an overview of the solution.
- If the Customer is new to F5 or the specific F5 product:
 - Provide operational / functional overview of the licensed features
 - Provide basic administration (changes, backup/restore, system monitoring, etc.)
 - If the Customer has procured a support contract from F5, arrange an operational handoff meeting with F5 Support to provide an overview of the support processes and procedures.
 - Overview of support case generation methodologies (phone-in, web portal, askf5.com)
 - Review troubleshooting info and configuration dumps for support cases (qkview, tcpdump, UCS, iHealth, DevCentral)

Exclusions and Limitations

Any activities not listed in the Scope of Work section will need to be purchased separately. Examples of activities that are **NOT** included in this SOW:

- Configuration of non-F5 equipment
- Configuration of any equipment not specified in the Project Background section
- Open maintenance and support issues unless the maintenance and support case and remedial efforts towards resolution are explicitly defined in this SOW

Engagements with these requirements must be a separate SOW. Contact your F5 sales representative to schedule a free initial consultation to review the available options or next steps to fulfill these requirements.



Customer Responsibilities

Customer is responsible for the following tasks or other tasks identified throughout this Statement of Work. If the Buyer is a Prime Contractor, as between F5 and the Prime Contractor, Prime Contractor shall ensure Customer fulfills its applicable responsibilities or other tasks identified throughout this Statement of Work:

- Ensure the hardware on which the Services will be performed will be racked, powered on and cabled for the appropriate networks prior to the start of the Services.
- If applicable to the Services, applications and services to which the F5 solution will direct traffic must be operational prior to the start of the Services.
- Coordinating and submitting its own documentation for its maintenance windows and change processes and ensuring the documentation is approved in a timely manner consistent with the agreed-upon project schedule. F5 is not responsible for this documentation unless specified in this SOW.
- When required, applicable firewall rules for BIG-IP communications must be in place.
- Provide login credentials for GUI and command line access to F5 equipment within scope of this SOW.
 - For remote engagements, Customer will assist with connectivity via VPN, WebEx, or related mutually agreeable technology.
 - For on-premises engagements, Customer will provide network connectivity to the equipment from the Assigned Resource's workspace using a dedicated workstation. F5 will use the Assigned Resource's own laptop unless Customer provides an alternative workstation.
- Provide timely response to requests for providing assistance with immigration paperwork for border crossing documents, if the Services is to be on premises and will require immigration paperwork. Delays with immigration paperwork will likely lead to the Services being rescheduled.
- If the Services will be provided on-premises, provide reasonably necessary project facilities and hardware for the F5 project team, including sufficient workspace, network, Internet, and phone access.
- Provide an Engagement Manager for F5 to interface with during the delivery of the Services.
- For Services that include deployments, cutover, upgrade, migrations or related activities, the Engagement Manager is responsible for ensuring ready access to network administrators to clear upstream network device's ARP tables as well as application testers to validate configurations.
- Provide technical and non-technical resources during delivery of the Services who have the necessary skills, expertise and authority to provide requested information in a reasonable and prompt manner and provide appropriate direction required to permit F5 to fully complete the Services.
- Responsible for the performance of any third-party contractors it employs with respect to the Services provided under this SOW and for ensuring their collaboration with F5.
- Identify test requirements and success criteria for the work effort.



Project Contacts

The project contacts are a listing of participants from all Parties to be involved during the sale and delivery of the Services stated within this document.

Customer Participants

Engagement Manager	Phone	Email
Sharon Faust		sfaust@dconc.gov

Technical Contact(s)	Phone	Email
Antonio Davis		adavis@dconc.gov

Customer Project Manager	Phone	Email

F5 Participants

F5 Product Sales Account Executive	Email
James Stankard	j.stankard@f5.com

F5 Product Field Systems Engineer	Email
Brad Scherer	b.scherer@f5.com

F5 Professional Services Regional Services Manager	Email
Paul Ricard	p.ricard@f5.com

F5 Professional Services Inside Sales Representative	Email
Gloria Medina	g.medina@f5.com

F5 Professional Services Regional Consulting Manager	Email
John Willis	j.willis@f5.com

F5 Reseller / Prime Contractor Participants

Reseller Name

Representative(s)	Representative Phone	Representative Email



Anticipated Timelines

Estimates provided in this section are not intended to be a committed schedule but are being provided to allow for the planning of resources for a productive effort.

Site Location(s) – (“Remote” or Onsite address)	Remote
Maintenance Window(s): (Remote or Onsite address) / (Day/date and time window)	Remote TBD

Phase 1: Assessment of current F5 Hardware and Software				
Task	Location: Remote / Onsite	Standard Business Hours	Premium Hours	Project Management Duration
Audit of F5 devices	Remote	24		
Total Estimated Phase Duration:		24	0	0

Phase 2: Implementation and Documentation of Disaster Recovery Plan				
Task	Location: Remote / Onsite	Standard Business Hours	Premium Hours	Project Management Duration
Planning	Remote	8		
Documentation	Remote	16		
Implementation	Remote		4	
Next Business Day Support	Remote	8		
Total Estimated Phase Duration:		32	4	0

Phase 3: APM Policy Documentation				
Task	Location: Remote / Onsite	Standard Business Hours	Premium Hours	Project Management Duration
Document APM Policies	Remote	16		
Total Estimated Phase Duration:		16	0	0

Phase 4: Knowledge Transfer				
Task	Location: Remote / Onsite	Standard Business Hours	Premium Hours	Project Management Duration
Knowledge Transfer	Remote	24		
Total Estimated Phase Duration:		24	0	0



Professional Services Statement of Work

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	Standard Business Hours	Premium Hours	Project Management
Total	96	4	0

Please review the accompanying quotation for project and travel expense compensation estimates.

Terms and Conditions

This SOW is subject to and incorporated by this reference into the Consulting Services Agreement located at:

<http://www.f5.com/pdf/customer-support/consulting-services-agreement.pdf> (the "Agreement").

1. F5 will provide the Services based solely on information provided by Customer. F5 is not responsible for the completeness or accuracy of any such information or for confirming any of it.
2. F5 products within the scope of this SOW must have an active and current maintenance and support contract ("Maintenance Agreement") in effect. Evaluation licenses or hardware must be converted to fully licensed and entitled levels prior to delivering the Services.
3. F5 does not assume any responsibility for any third-party products, programs or services, their performance or compliance with Customer's needs or purposes, or otherwise.
4. The Customer's application and business requirements will dictate the Services delivery direction. F5 will provide the Services based on factors that include performance, features, functionality, troubleshooting, supportability, manageability and security. These factors may have a contradictory effect on other aspects to the Customer's application or network architecture and therefore F5 recommends that Customer validates all Services in a non-production environment before deploying in a Production environment.
5. Upon request, F5 will use commercially reasonable efforts to provide a resource that can speak the Customer's preferred language. A language other than **English** may significantly increase the lead-time for resource availability. It will also reduce the ability of F5 to provide a replacement resource in unforeseen circumstances, such as sickness. If translations are required, the Buyer will be responsible for providing the translations.
6. F5's consultants have undergone pre-hire background checks in accordance with applicable law. Additional background check requests by Customer, if and to the extent permissible with applicable law, will require a change order to document the request and account for the change in schedule. This will also significantly increase the lead-time for resource availability and reduce the ability of F5 to provide a replacement resource in unforeseen circumstances, such as sickness.



Service Fees

The following provides details about the fees or conditions for the Services defined herein.

1. The Services are provided on a time and materials basis.
2. This is not a fixed fee contract.
3. On premises Services must be purchased for a period of time **no less** than two (2) consecutive calendar days.
4. If the Service Products purchased are daily, a minimum of one (1) daily Service Product will be invoiced per day for the scheduled activities; however, in the event the Service Products purchased are hourly, a minimum of eight (8) hourly Service Products will be invoiced per day for the scheduled activities.
5. The buyer's cancellation within two (2) business days of scheduled start date will result in invoicing for any travel and expense costs ("Travel and Expenses") incurred and invoicing for one (1) daily Service Product or eight (8) hourly based Service Products depending on the Service Products purchased.
6. The Assigned Resource will not work more than five (5) consecutive days, no more than eight (8) hours in a single business day, and no more than forty (40) hours per calendar week without F5 management's written pre-approval. Throughout the delivery of the Services, the F5 Assigned Resource(s) are subject to change.
7. Travel and Expenses, if quoted, are estimates. Actual Travel and Expenses will be billable unless quoted as "not to exceed". All Services will be provided remotely to Customer locations unless otherwise specified in this SOW. Alternatively, the buyer agrees that any Travel and Expenses incurred by F5 may be billed using the Travel and Expense Service Products specified on the quotation / purchase order.
8. F5 Government Solutions orders will have Travel and Expenses billed according to GSA Federal Travel Regulations.

Duration of Services

The duration of performance of Services under this Agreement commences on the agreed upon date between Parties and terminates upon completion of delivery of Services or consumption of the product order. This SOW may be terminated by mutual written agreement of the Parties to abandon the engagement.

Due to the rapid pace of developments in the industry, this SOW is valid for a limited period of time. If any of the four (4) timelines below are exceeded, F5 reserves the right to re-scope the Services, which may affect the estimated timeline and budget.

1. This SOW is not signed within thirty (30) days of the last modified date in the Revision History
2. A Purchase Order is not provided within thirty (30) days of SOW signature
3. The Services are paused for more than thirty (30) days
4. If delivery of the Services defined within this SOW has not commenced within one-hundred twenty (120) days of the SOW signature date



Change Control

Material changes from the terms in this SOW will be mutually reviewed and agreed by F5 and Buyer. The following provides the process to be followed for any such material changes:

1. Either F5 or Buyer may initiate a Change Order Request ("COR"). The COR will describe as applicable the proposed change(s), the rationale for the change(s), the impact on the implementation timeline and cost estimate and other material changes.
2. Both Parties will promptly review the proposed COR and either approve, reject or modify as needed. The Parties may mutually agree to pause work under this SOW until the COR and the purchase order (if any) is delivered to F5.
3. If Travel and Expenses Service Products were not quoted to the Customer, complete a change order for the additional Travel and Expenses. A purchase order or purchase order extension is required prior to completing the activities detailed in the COR.
4. A COR is not binding on either party until signed by both Buyer and F5 and accompanied by a purchase order (if applicable).



Professional Services Statement of Work

SOW Services Sign-Off

By signing below, the Customer or Prime Contractor acknowledges the Services were received.

Customer/Prime Contractor

F5

By: _____
Authorized Signature

By: _____
Authorized Signature

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Company: _____

Company: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Email: _____

Email: _____



Appendix A

F5 Acronyms and Abbreviations

ARX - F5® ARX®
 ARX Cloud Extender - F5® ARX® Cloud Extender®
 AVR - Application Visibility and Reporting
 BIG-IP AAM - F5® BIG-IP® Application Acceleration Manager® (AAM)
 BIG-IP AFM - F5® BIG-IP® Advanced Firewall Manager™ (AFM)
 BIG-IP APM - F5® BIG-IP® Access Policy Manager® (APM)
 BIG-IP ASM - F5® BIG-IP® Application Security Manager™ (ASM)
 BIG-IP CGNAT - F5® BIG-IP® Carrier-Grade NAT (CGNAT)
 BIG-IP Edge Gateway - F5® BIG-IP® Edge Gateway™
 BIG-IP GTM - F5® BIG-IP® Global Traffic Manager™ (GTM)
 BIG-IP Link Controller - F5® BIG-IP® Link Controller™
 BIG-IP LTM - F5® BIG-IP® Local Traffic Manager™ (LTM)
 BIG-IP PEM F5® - BIG-IP® Policy Enforcement Manager™ (PEM)
 BIG-IP WebAccelerator - F5® BIG-IP® WebAccelerator™
 BIG-IP WOM F5® - BIG-IP® WAN Optimization Manager™ (WOM)
 BIG-IQ Cloud - F5® BIG-IQ™ Cloud
 BIG-IQ Device - F5® BIG-IQ™ Device
 BIG-IQ Security - F5® BIG-IQ™ Security
 the BIG-IQ platform - the F5® BIG-IQ™ platform
 CMP - F5® Clustered Multiprocessing™ (CMP)
 Data Manager - F5® Data Manager™
 DNS Express - F5® DNS Express™
 DSC - Device Service Clustering
 Enterprise Manager - F5® Enterprise Manager™
 HA – High Availability
 iApps - F5® iApps®
 iCall - F5® iCall
 iControl - F5® iControl®
 iHealth - BIG-IP iHealth®
 IPv6 Gateway - F5® IPv6 Gateway™
 iRules - F5® iRules®
 iSession - F5® iSession®
 KT – Knowledge Transfer
 MobileSafe - F5® MobileSafe™
 OneConnect - F5® OneConnect™
 PS – Professional Services
 ScaleN - F5® ScaleN™
 Durham County
 Assessment and Implementation

SOW Revision: 1.0
 SOW Last Modified Date: 07/28/2022
 SOW Template: 10c



Secure Web Gateway Services - F5® Secure Web Gateway Services (SWG)
Synthesis - F5 Synthesis™
TCP Express - F5® TCP Express™
TMOS - F5® Traffic Management Operating System
vCMP - F5® Virtual Clustered Multiprocessing™ (vCMP)
VE – Virtual Edition
VIPRION -VIPRION the F5® VIPRION® platform

Industry Acronyms and Abbreviations that may be used

2FA – Two Factor Authentication
AAA - Authentication, Authorization, and Accounting
AD – Microsoft Active Directory
ADC – Application Delivery Controller
AWS - Amazon Web Service
BYOD - bring your own device
DC – Data Center
DDOS – *Distributed* Denial of Service
DOS – Denial of Service
HA – High Availability
HTTP – Hypertext Transfer Protocol
HTTPS - Hypertext Transfer Protocol Secure
IPI - IP Intelligence
LDAP - Lightweight Directory Access Protocol
NAT – Network Address Translation
NTLM – NT LAN Manager
PKI – Public Key Infrastructure
SIP – Session Initiation Protocol
SSL – Secure Socket Layer
SME – Subject Matter Expert
TACACS - Terminal Access Controller Access Control System
TCP – Transmission Control Protocol
UDP – User Datagram Protocol
VDI - Virtual Desktop Infrastructure
VPN – Virtual Private Network



Appendix B – Method of Procedure (MoP) documentation

F5 and the Customer will co-develop Method of Procedure (MoP) documentation. The MoP document will define the appropriate testing criteria, applicable resources needed for Cutover baseline testing, validation activities prior to and during the maintenance window, and acceptance testing during and following the maintenance window, as well as the actual steps required for the maintenance window itself. The Method of Procedure (MoP) document may include any or all the following sections:

- a. Introduction and Summary
 - i. Purpose and Document Audience
 - ii. Scope
 - iii. Success Criteria
- b. Architecture
 - i. Reference and Design Details (existing infrastructure diagrams should be provided by the Customer)
- c. Cutover Pre-Requisites
 - i. Items required to be completed prior to starting Cutover (change approval, notifications, etc.)
- d. Pre- Cutover Tasks
 - i. Tasks required to be completed prior to starting Cutover (config backups, verification of environment, etc.)
- e. Cutover Tasks
 - i. Detailed list of tasks required to complete Cutover including expected outcomes (required commands, screenshots of steps, etc.)
- f. Post- Cutover Tasks
 - i. Tasks required to be completed after completing Cutover (backups, verification of environment, User Acceptance Testing etc.)
- g. Cutover Rollback Tasks
 - i. Tasks required to execute full rollback of Cutover
- h. Post Rollback Tasks