

**NORTH CAROLINA
CONTRACT
DURHAM COUNTY**

SERVICE

THIS CONTRACT is made, and entered into this the 1st day of July 2019, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and Electro Rent Corporation dba Rush Computer Rentals 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.

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 July 1, 2019. 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 July 1, 2019 to June 30, 2020 unless sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed Ninety-two thousand four hundred Dollars (\$ 92,400.00) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

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

- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to “confidential information” or “personal identifiable information”.

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

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

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 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 use commercially reasonable efforts to also comply with any more reasonable 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.

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 seek 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 a reasonable time period 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 affect persons, the CONTRACTOR shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. Omitted.

6. **INDEMNIFICATION.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of reasonable attorneys, and costs related to court action or mediation) to the extent, arising out of or resulting from the negligence or willful misconduct of the CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

To the fullest extent permitted by law, COUNTY will defend, indemnify, and hold harmless CONTRACTOR and its employees from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) ("Claims") arising out of or occurring in connection with: (a) any misuse or modification of the Equipment by COUNTY or its employees or agents, (b) any act (or failure to act) by COUNTY or its employees or agents in contravention of any safety procedures or instructions provided to COUNTY or its employees or agents, or (c) COUNTY's, or its employees' or agents', failure to store, install, operate, or maintain the Equipment in accordance with any instructions or manuals. EXCEPT FOR GROSS NEGLIGENCE OR WILFULL MISCONDUCT, IN NO EVENT WILL ER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST DATA, AND COSTS OF PROCUREMENT OF SUBSTITUTE EQUIPMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ER HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of COUNTY, which immunity is hereby reserved to COUNTY.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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 as agreed or on materially schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Omitted.

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 direct or indirect 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, COUNTY will be responsible to pay for services and/or materials based on the length of the rental at an agreed upon price by COUNTY and CONTRACTOR..

9. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
10. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
11. **COMPLIANCE WITH LAWS.** CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.
12. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
13. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, 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, sex, race, creed, national origin, 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.

14. EMPLOYMENT ADVERTISING REQUIREMENTS. Omitted.

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 to 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 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 on any negative determinations. The Security Manager will notify the Contractor's COUNTY point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the COUNTY Manager 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 will 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 restricted.

Additional background screening may be necessary at specific COUNTY buildings. 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. A 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 restricted.

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 directly relating to the performance of the Services up to one (1) year post termination of 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 his 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 except for any judicial request for injunctive relief. 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, COUNTY will be responsible to pay for services and/or materials based on the length of the rental at an agreed upon price by COUNTY and CONTRACTOR.

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 California 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
4TH FLOOR, 200 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**CONTRACTOR
ATTN: LEGAL
8511 FALLBROOK, SUITE 200
WEST HILLS, CA 91304**

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. As part of the implementation of the MWBE Program, Contractors shall complete **Attachment 2 – MWBE Utilization Form**, to provide the percentage/dollar value being subcontracted to any minority or women-owned business being utilized on this contract. Attachment 2 is hereby incorporated herein and made a part of this contract.
28. **ENTIRE CONTRACT.** This contract, including Attachment 1 and Attachment 2, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

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

COUNTY OF DURHAM

By: _____

Print Name/Title: _____

Date of Signature: _____

required by

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

Susan Tezai, Durham County Chief Financial Officer

CONTRACTOR

By:  _____

Print Name/Title: Gregory Wilkinson, VP & General Counsel

Date of Signature: July 8, 2019

ATTACHMENTS 1 & 2" to follow

EXHIBIT B

FEDERAL UNIFORM GUIDANCE CONTRACT PROVISIONS CERTIFICATION

The following Federal Provisions are required and apply to this contract, pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), if federal funds are the source of funds for this contract between the County of Durham and Electro Rent Corporation dated July 8, 2019.

When used in the remainder of this Contract, the term Contract, Agreement and Grant shall all mean Contract. Also, when used in the remainder of this Contract, the term Contractor, Vendor and Grantee shall all mean Contractor.

FEDERAL RULE (A): Agreements for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractor/Vendor/Grantee violate or breach the grant terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above Contractor agrees that if federal funds are granted by COUNTY, COUNTY reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of agreement by either party.

FEDERAL RULE (B): Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000). Pursuant to Federal Rule (B) above, when federal funds are expended by COUNTY, COUNTY reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the Contract and/or the procurement solicitation. COUNTY also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if COUNTY believes, in its sole discretion that it is in the best interest of COUNTY to do so. The vendor will be compensated for work performed and accepted and goods accepted by COUNTY as of the termination date if the contract is terminated for convenience of COUNTY. Any award under this procurement process is not exclusive and COUNTY reserves the right to purchase goods and services from other vendors when it is in the best interest of COUNTY.

FEDERAL RULE (C): Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule (C) above, when federal funds are expended by COUNTY on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

FEDERAL RULE (D): Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-

Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when federal funds are expended by COUNTY, during the term of an award for all contracts and subgrants for construction or repair, the Grantee will be in compliance with all applicable Davis-Bacon Act provisions.

FEDERAL RULE (E): Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to Federal Rule (E) above, when federal funds are expended by COUNTY, the Contractor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

FEDERAL RULE (F): Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to Federal Rule (F) above, when federal funds are expended by COUNTY, the Contractor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the Contractor agrees to comply with all

applicable requirements as referenced in Federal Rule (F) above.

FEDERAL RULE (G): Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts/Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to Federal Rule (G) above, when federal funds are expended by COUNTY, the vendor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

FEDERAL RULE (H): Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule (H) above, when federal funds are expended by COUNTY, the Contractor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

FEDERAL RULE (I): Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to Federal Rule (I) above, when federal funds are expended by COUNTY, the Contractor certifies that during the term and after the awarded term of an award for all contracts by COUNTY resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333. When federal funds are expended by COUNTY for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS. When federal funds are expended by COUNTY for any contract resulting from this procurement process in excess of \$100,000, the Contractor certifies that the Contractor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT. When federal funds are expended by COUNTY for any contract resulting from this procurement process, the vendor certifies that the Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS. Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF NON-COLLUSION STATEMENT. Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

COMPLIANCE WITH LAW. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

CONTRACTOR

By: _____

Authorized Representative

Print Name/Title: Gregory Wilkinson, VP and General Counsel

i.



SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **County of Durham** ("County"), and Electro Rent dba Rush Computer Rentals ("Contractor"), which contract is dated July 1, 2019. 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.)*

- Electro Rent dba Rush Computer Rentals will provide the Durham County Board of Elections, rental laptops for the purpose of processing voters during One-Stop Voting and on Election Day.

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:

Rush Computer Rentals Quote

III. Work/Requirements: *(What/Where - Be as detailed as possible in describing the work.)*

- Electro Rent dba Rush Computer Rentals will provide the Durham County Board of Elections with Lenovo V330 laptops that are pre-loaded with Microsoft Windows Professional 10, Bitlocker Encryption, One USB mouse and one mouse pad.

IV. Schedules/Timelines: *(When – Provide a timetable to complete the work and any phases and/or deadlines.)*

- Electro Rent dba Rush Computer Rentals will deliver laptops to the Durham County Board of Elections for four separate election events as follows:
 - October Municipal Primary (10/08/2019)
 - November Municipal Election (11/05/2019)
 - March Primary Election (03/03/2020)
 - April or May Second Primary Election (if necessary)
- Rush will perform a standard wipe of all units rented to the Durham County Board of Elections prior to distribution.
- The rental period ranges from 30-60-days. At the end of the 30-60-day rental, The Durham County Board of Elections will pack up the laptops, and Rush Computer Rentals will pick-up the

laptops and deliver them back to their location. The Board of Elections will perform a wipe of the computers in conjunction with the Durham County Information and Technology Department prior to return to Rush Computer Rentals. Rush Computer Rentals will also perform a standard wipe of the units prior to deployment to another entity.

- 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.)*

Deliverables

- An excel spreadsheet will be provided to the Durham County Board of Elections by Electro Rent dba Rush Computers with a list of serial numbers that can be used to upload into an access database for tracking purposes. Also, a checklist of software and hardware tasks completed will be provided for each computer to ensure successful deployment to the Board of Elections.

Access to County Property

- Board of Elections staff will be available at the time of delivery and pickup of the computers; therefore, special access will not be required for Rush Computers.

- VI. Payment: *(Include Rate of payment, Time for payments and Methods of payment.)*

- Terms of payment are Net 30 days.



MWBE UTILIZATION FORM

This MWBE Utilization Form is an integral part of the contract between the County of Durham and Electro Rent Corporation (Contractor), which contract is dated July 8, 2019. The purpose of this form is to assist in identifying minority participation associated with County contracts.

Note: If Purchasing has already performed MWBE pre-award compliance during a bid process and/or BOCC contract approval, please attach the pre-award compliance form to this form and submit with the contract. Completing the remainder of this form will not be required.

Description of Services/Goods Computer rentals

Contract Amt \$92,400.00

Contract Term June 30, 2020

Please check one:

☒ Contractor will provide 100% of the services/goods for this contract.

☐ Contractor will **subcontract** a percentage of the services/goods for this contract to a non-minority business enterprise or a non-profit.

☐ Contractor will **subcontract** a percentage of the services/goods for this contract to the minority-owned business enterprise(s) identified below.

Minority Business Enterprise Name, Address & E-Mail	Minority Category*	Description of Work	Percentage %	Dollar Value

*Minority Categories: Black/African American (B), Female (F), Hispanic (H), Asian American (A), American Indian (I)

Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE % Availability (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal					25.0%

This form shall accompany all contracts submitted to Purchasing.

Gregory Wilkinson
 Gregory Wilkinson
 VP & General Counsel



**"Best Practices Award
Company of the Year"**
Frost & Sullivan, 2012

"100 Most Trustworthy Companies"
Forbes Magazine, 2010 and 2009

Rental Quotation# 1171698

May 28, 2019

DURHAM COUNTY BOARD OF ELECTIONS
PO Box 868
Durham, NC 27702

Attention: DEREK BOWENS
dbowens@dconc.gov
919-560-7072

Dear Derek,
Rush Computer Rentals is pleased to submit for your consideration this quotation for rental of the following products.

Description	Qty	30-Day Rate Per Unit	30-Day Rate Total
LVN-V330-I572U/256/8/DR/GWBC Lenovo V330 i5 7200u/256-256GB SSD Drive/8-8GB (4GB Soldered) 4GB/DR-DVD+/-RW Drive/GWBC-GigE,WiFi,Bluetooth,Camera 81AX00GGUS	1	\$99	\$99
OS-MSFT-WIN-10/PRO/64 MicroSoft Windows 10 Professional 64-bit	1	\$0	\$0
BITLOCKER ENCRYPTION	1	\$13	\$13
QTY 1 USB MOUSE PER NOTEBOOK0	1	\$0	\$0
QTY 1 MOUSE PAD PER SYSTEM	1	\$0	\$0
First 30 Day Total			\$112
60 Day Term Total			\$211

This quote is in U.S. Dollars.

Terms and Conditions

1. Except as expressly stated herein, this quote and the resulting order is expressly limited to, and expressly made conditional on, Buyer's acceptance of the applicable Terms and Conditions [Rental] and/or [Purchase] as provided at <https://www.electrorent.com/us/termsandreturns>, which may be amended from time to time without further notice. Electro Rent expressly objects to any different or additional terms. Any terms contained in Buyer's Purchase Order or other purchase document will not bind Electro Rent and shall be considered an inquiry about possible additional terms which Electro Rent hereby rejects unless expressly agreed to in a subsequent signed writing executed by an Electro Rent Vice President (or above).
2. This quotation is subject to credit acceptance.
3. Availability of products is subject to change without notice.
4. If equipment is designated for sale, customer may purchase the equipment at the end of the rental term at a fair market value defined by Rush Computer Rentals.
5. This quotation does not include sales tax. Where applicable, sales tax will be charged.
6. This quotation is valid for 30 days from this quotation date.
7. Price does not include any applicable shipping costs.
8. Payment terms are Net 30 days.
9. Freight terms are FOB shipping point.
10. Customer acknowledges it is aware of and agrees to comply with all applicable export control and prohibited parties laws and regulations, to include but not limited to all such United States laws and regulations.

Baker, Brenda

From: Darby, Willie S.
Sent: Wednesday, July 24, 2019 3:19 PM
To: Baker, Brenda
Subject: RE: C#291556 - DURHAM COUNTY BOARD OF ELECTIONS

Hi Brenda:

I hereby approve the ER contract as to form.

Thanks,

Willie

WILLIE S. DARBY | SENIOR ASSISTANT COUNTY ATTORNEY



County Attorney

200 E. Main St., 2nd Floor
Durham, NC 27701
Office - (919) 560-0709
Fax (919) 560-0719

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From: Baker, Brenda
Sent: Wednesday, July 24, 2019 3:10 PM
To: Darby, Willie S. <wdarby@dconc.gov>
Subject: RE: C#291556 - DURHAM COUNTY BOARD OF ELECTIONS

Mr. Darby,

ER has accepted your additional revisions and have sent in their 3 signed copies of the contract. Can I print this email as your "approval" and attach it to the contract package?

Thank you,

Brenda Baker
Compliance Manager



DURHAM COUNTY
Board of Elections

Durham County Board of Elections
Physical address: 201 N. Roxboro Street, Durham, NC 27701
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

From: Darby, Willie S.
Sent: Monday, July 8, 2019 11:25 AM
To: Baker, Brenda <bwcbaker@dconc.gov>
Subject: RE: C#291556 - DURHAM COUNTY BOARD OF ELECTIONS

Hi Brenda:

Generally the changes requested by ER are acceptable as long as ER accepts my additional revisions. Please find attached Exhibit B ER requested for its review. If you have further questions please contact me.

Sincerely,
Willie

WILLIE S. DARBY | SENIOR ASSISTANT COUNTY ATTORNEY



County Attorney

200 E. Main St., 2nd Floor
Durham, NC 27701
Office - (919) 560-0709
Fax (919) 560-0719

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From: Baker, Brenda
Sent: Monday, July 08, 2019 10:41 AM
To: Darby, Willie S. <wdarby@dconc.gov>
Subject: RE: C#291556 - DURHAM COUNTY BOARD OF ELECTIONS

Mr. Darby,

Here is the document with the changes they're requesting.

Thank you,

Brenda Baker
Compliance Manager



DURHAM COUNTY
Board of Elections

Durham County Board of Elections
Physical address: 201 N. Roxboro Street, Durham, NC 27701
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

From: Darby, Willie S.
Sent: Friday, July 5, 2019 6:43 PM
To: Baker, Brenda <bwcbaker@dconc.gov>
Subject: RE: C#291556 - DURHAM COUNTY BOARD OF ELECTIONS

Hi Brenda:

Generally we get Vendors to sign our standard contract and add their Terms and Conditions as Scope of Work. Please see if the Vendor will signed the attached standard contract. We can delete or revise some provisions if we get kick-back from the Vendor.

Thanks,
Willie

WILLIE S. DARBY | SENIOR ASSISTANT COUNTY ATTORNEY



County Attorney

200 E. Main St., 2nd Floor
Durham, NC 27701
Office - (919) 560-0709
Fax (919) 560-0719

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From: Baker, Brenda
Sent: Friday, July 05, 2019 5:29 PM
To: Darby, Willie S. <wdarby@dcconc.gov>
Subject: FW: C#291556 - DURHAM COUNTY BOARD OF ELECTIONS

Hi Mr. Darby,

Can you please review the attached and let me know if it is acceptable per Durham County's policy?

Please let me know if you need additional information.

Thank you,

Brenda Baker
Compliance Manager



DURHAM COUNTY
Board of Elections

Durham County Board of Elections
Physical address: 201 N. Roxboro Street, Durham, NC 27701
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

From: Bowens, Derek
Sent: Thursday, July 4, 2019 5:31 PM
To: Baker, Brenda <bwcbaker@dcconc.gov>
Subject: FW: C#291556 - DURHAM COUNTY BOARD OF ELECTIONS

Brenda,

Please have Willie Darby review this template for acceptability.

Thanks,

Derek

From: Whitney Wollin <whitney.wollin@electrorent.com>

Sent: Tuesday, July 2, 2019 1:40 PM

To: Joe Korch <joe.korch@rushcomputer.com>; Bowens, Derek <dbowens@dconc.gov>; Greg Wilkinson <greg.wilkinson@electrorent.com>

Cc: Baker, Brenda <bwcbaker@dconc.gov>; Roger Bishop <roger.bishop@rushcomputer.com>; Buddy Schwenk <buddy.schwenk@rushcomputer.com>

Subject: RE: C#291556 - DURHAM COUNTY BOARD OF ELECTIONS

Hello Joe:

Attached you will find our standard T&Cs for Durham County reviews.

Kind Regards,

Whitney

Whitney M. Wollin

Paralegal

Whitney.Wollin@electrorent.com

Office: 818.374.6142



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From: Joe Korch

Sent: Tuesday, July 2, 2019 4:59 AM

To: Bowens, Derek <dbowens@dconc.gov>; Whitney Wollin <whitney.wollin@electrorent.com>; Greg Wilkinson <greg.wilkinson@electrorent.com>

Cc: Baker, Brenda <bwcbaker@dconc.gov>; Roger Bishop <roger.bishop@rushcomputer.com>; Buddy Schwenk <buddy.schwenk@rushcomputer.com>

Subject: C#291556 - DURHAM COUNTY BOARD OF ELECTIONS

Importance: High

Derek: I understand.

Greg/Whitney: See below response to the edits we made to Durham Counties contract. Please work with Derek and Brenda at drafting a document that is satisfactory to both of us regarding these upcoming rentals.

Roger/Buddy: In my absence please assist.

Joe Korch | Inside Sales

RUSH Computer Rentals *an Electro Rent company*

Direct: 704-527-0191 Cell: 704-287-3931

www.rushcomputer.com joe.korch@rushcomputer.com

Business Technology when and where you need it!

Need new or refurbished equipment? Explore these websites!

E-Commerce Web Store **eBay** **Amazon**

From: Bowens, Derek <dbowens@dconc.gov>

Sent: Monday, July 1, 2019 10:21 PM

To: Joe Korch <joe.korch@rushcomputer.com>; Baker, Brenda <bwcbaker@dconc.gov>

Subject: RE: Upcoming PTO Time

Joe,

Our county will not accept changes to its contractual language. Please have your legal department send us a proposed contract using your templates and we will have our legal team review.

Thanks,

Derek

From: Joe Korch <joe.korch@rushcomputer.com>

Sent: Monday, July 1, 2019 5:17 PM

To: Baker, Brenda <bwcbaker@dconc.gov>; Bowens, Derek <dbowens@dconc.gov>

Subject: FW: Upcoming PTO Time

See attached amended contracts. My legal folks made some changes. Feel free to reach out to Whitney directly with any questions. Her contact info is in her signature.

With regards to the MWBE attachment we are not a small minority owned business. Not sure how to proceed with that?

Joe Korch | Inside Sales

RUSH Computer Rentals *an Electro Rent company*

Direct: 704-527-0191 Cell: 704-287-3931

www.rushcomputer.com joe.korch@rushcomputer.com

Business Technology when and where you need it!

Need new or refurbished equipment? Explore these websites!

E-Commerce Web Store **eBay** **Amazon**

From: Whitney Wollin <whitney.wollin@electrorent.com>

Sent: Monday, July 1, 2019 2:33 PM

To: Joe Korch <joe.korch@rushcomputer.com>; Greg Wilkinson <greg.wilkinson@electrorent.com>
Cc: Roger Bishop <roger.bishop@rushcomputer.com>; Buddy Schwenk <buddy.schwenk@rushcomputer.com>
Subject: RE: Upcoming PTO Time

Hello Joe:

Attached you will find the amend documents. Please send the documents to the County for review and approval.

Also, I did not complete MWBE utilization form. Please review MWBE form.

Kind Regards,

Whitney

Whitney M. Wollin

Paralegal

Whitney.Wollin@electrorent.com

Office: 818.374.6142



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From: Joe Korch
Sent: Monday, July 1, 2019 6:05 AM
To: Greg Wilkinson <greg.wilkinson@electrorent.com>; Whitney Wollin <whitney.wollin@electrorent.com>
Cc: Roger Bishop <roger.bishop@rushcomputer.com>; Buddy Schwenk <buddy.schwenk@rushcomputer.com>
Subject: FW: Upcoming PTO Time

See attached, the scope of work & dollars are in order. See note below with regards to how many signed copies they require.

We will need these signed by the end of this month.

Joe Korch | Inside Sales

RUSH Computer Rentals *an Electro Rent company*

Direct: 704-527-0191 Cell: 704-287-3931

www.rushcomputer.com joe.korch@rushcomputer.com

Business Technology when and where you need it!

Need new or refurbished equipment? Explore these websites!

E-Commerce Web Store **eBay** **Amazon**

From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Monday, July 1, 2019 8:47 AM
To: Joe Korch <joe.korch@rushcomputer.com>
Cc: Bowens, Derek <dbowens@dconc.gov>
Subject: RE: Upcoming PTO Time

Hi Joe,

Attached, please find the necessary documents for contract execution. Please review and mail back 3 signed copies of the Rush Service Contract document. I will also need 1 signed copy of the MWBE Form, a new program for Durham County. Lastly, please review the Scope of Services document and let me know of any changes that may need to be discussed.

Please mail signed contract copies to our PO address listed in my signature.

Let me know if you have any questions.

Thank you,

Brenda Baker
Compliance Manager



DURHAM COUNTY
Board of Elections

Durham County Board of Elections
Physical address: 201 N. Roxboro Street, Durham, NC 27701
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

From: Bowens, Derek
Sent: Friday, June 28, 2019 5:01 PM
To: 'Joe Korch' <joe.korch@rushcomputer.com>
Cc: Baker, Brenda <bwcbaker@dconc.gov>
Subject: RE: Upcoming PTO Time

Thanks, Joe. We will definitely need computers. Brenda Baker of my office will be in contact with on a contract for the fiscal year before you leave to get the ball rolling.

Derek

From: Joe Korch <joe.korch@rushcomputer.com>
Sent: Friday, June 28, 2019 12:52 PM
To: Bowens, Derek <dbowens@dconc.gov>
Subject: Upcoming PTO Time

Wanted to let you know that I will be out of the office starting on 7/4 returning on 7/16. If you are going to require rental hardware for the upcoming election we should plan to dial in your requirements and delivery timeline the last Week in July.

Enjoy the 4th!

Joe Korch
RUSH Computer Rentals
704-287-3931

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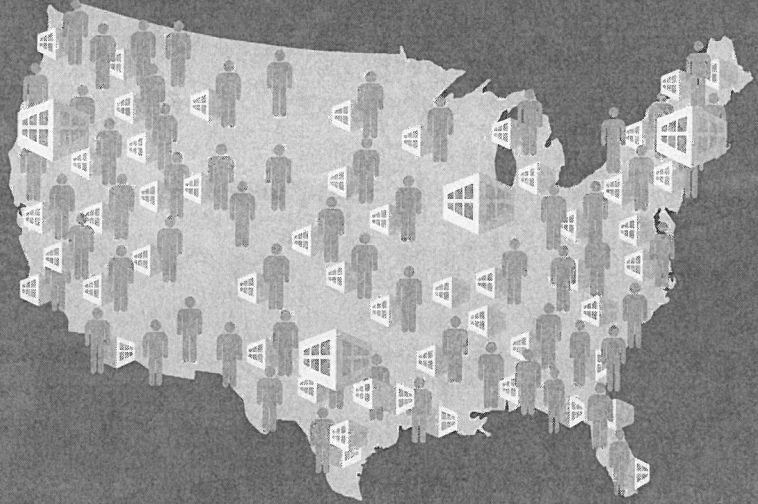
Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Technology Requirements
Durham County Board of Elections
Laptop Rentals



Nationwide Scope

Meeting Tomorrow's headquarters are located on the north side of Chicago and is home to the 80+ employees who run our operations. Connected to the Chicago office is our largest warehouse in the country, housing over \$6M in equipment. Our biggest asset is the technician network we've established across the country throughout the past 15 years. The network is comprised of professionals in local markets who understand your event needs, cutting down on your travel expenses.



Consistent Nationwide
Experience



Service Any And
All Venues



Flat Rate
Pricing



Most Responsive
Team In Industry



Local Union &
Non-Union Technician
Coordination

Our warehouse houses thousands of laptops, iPads, and iPhones for all your nationwide event needs. While our equipment is a huge part of what makes Meeting Tomorrow, our team of dedicated customization gurus, quality control experts, and logistics wizards is what really sets us apart.

Last Year's Results

2,803
CLIENTS

8,900
EVENTS

99%
SUCCESS RATE

Meet Your Team

There are a few people who are dedicated to your account and you'll get to know them very well. They're your dedicated experts who know your event inside and out.



Ellie Smith

National Account Executive

Ellie's responsibility is to help clients match their needs with solutions. She cares deeply about the clients and events she works on and is dedicated to doing what she can to see them succeed! A driving force with a quick wit, Ellie loves teaming up with clients and shares their overall goal of realizing a vision and effectively executing it.



Harrison Stamell

Event Manager

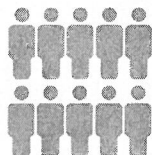
Harrison is your dedicated event manager and main point of contact throughout the planning process. He has years of experience executing a wide array of events, including corporate conferences, large-scale outdoor events, and experiential entertainment. Continually focused on creating an effortless planning process and ensuring an impactful attendee experience, Harrison will immediately feel like an extension of your team. He's responsible for making sure logistical details are covered and thinking one step ahead, building out plans to handle curveballs and clearing the path to a successful event.



Sam Carlyle

Technology Consultant

Sam will be your dedicated technology consultant throughout the planning process. With nearly a decade of experience in the IT and technology space, Sam loves learning about new products and software. He enjoys developing technical solutions that are the right fit for clients and always communicates them in an easy and straightforward manner. Sam will make optimization suggestions, review for quality assurance, and be an overall friendly resource.



Onsite Technician Team

Meeting Tomorrow understands the crucial role onsite technicians have in executing your event needs. They're an extension of your team and are a direct liaison to you, the venue, and other vendors throughout the entire process. Our technicians are highly skilled and chosen based on your event specifications.

Durham County Board of Elections Technology Solution

Overview

Durham County Board of Elections is looking for a technology partner to support their laptop needs for 2019 and 2020 elections. They need devices for early-voting as well as voting on election day.

They are looking for a company to provide laptops with comparable or better specs than those listed below:

Intel Core i5 7th Gen 7200U (2.50 GHz) Processor
256 GB SSD Drive
8GB RAM
WiFi, Bluetooth, Camera 81AX00GGUS
Windows 10 Pro 64-Bit
Encryption Key
Mouse/Mouse Pad

Quantity of laptops is yet to be determined but will likely be between 250 – 350 laptops for any of the upcoming elections.

DETAILS

Duration:

Likely 2 months per rental

Dates:

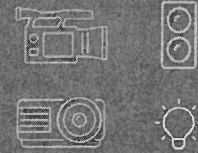
- October & November
- February & March
- Potential need for April & May for Run-Offs

Location:

Durham County, NC



Equipment & Service Packages & Pricing



Laptop Package

Meeting Tomorrow will provide our Premium Laptops, the Lenovo E460 model with the following specs:

- 2.3 GHz i5 CPU
- 8 GB RAM
- 256 GB SSD
- Windows 10 Pro 64-Bit
- Encryption Key
- Mouse & Mouse Pad

Per Unit Laptop rate – 30 days	\$93.50
Per Unit Laptop rate – 60 days	\$148.50

Delivery (Flat Rate \$550 for up to 350 units) and any applicable Sales Tax would be additional. To honor these rates, orders must be placed 30-days in advance of delivery date.

Optional add ons

Accidental Damage Coverage – Costs would range between \$8.08 - \$12.83 per device depending on the duration of the rental

Calculated at 9.5% of the laptop subtotal . This would cover you from being held liable for the replacement cost should anything be accidentally damaged during your rentals.

Laptop Cable Lock – Additional \$10 flat rate per unit

If security is a concern, the laptops can be tethered to the closest immovable object.

3x post-event hard drive security wipe (DoD 5220.22-M) – Additional \$15 per unit

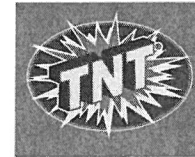
This wipe does 3 passes over the hard drive, and each pass is unique: 1st pass - all 0s, 2nd pass - all 1s, and 3rd pass - random.

Experience in Technology Event Execution

Rick Poe

Vice President

Contact information available upon request.



Meeting Tomorrow has partnered with TNT Fireworks since 2013 to support their annual selling season from late May thru mid-July. During this period TNT rents over 5,000 customized 4G data enabled iPads for their field sales reps to use at fireworks stands across the country. Meeting Tomorrow supports all technical and hardware support issues and ensures a successful selling season for TNT.

Karen Payne

President of Symposia Events, LLC

Contact information available upon request.



Meeting Tomorrow has partnered with Symposia Events to facilitate an event that requires 450 iPads with over 150 unique presentations pre-loaded. The logistical challenge with this is the presentations are available only days before the event and require updates onsite. Meeting Tomorrow has provided technician services and unique customization protocol to execute this event successfully.

Sam Bliss

Dean, Community Education

Contact information available upon request.



DeAnza College rents 600 customized laptops from Meeting Tomorrow for their summer school enrichment program. Meeting tomorrow provided free spares and 24/7 technical support and customer service during the rental to make sure the DeAnza students were always up and running. Once returned to Meeting Tomorrow, we wiped all laptops clean in our factory reset process.

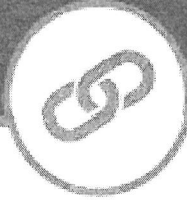
Meeting Tomorrow

Thank You!

We're thankful for the opportunity to earn your business and are excited about your event! Our clients are incredibly important to us and we look forward to building a strong partnership together. Although we offer the most services, technology, and resources in the industry, the Meeting Tomorrow difference is our personal connection to each and every client and event. We are our core values inside and out (as seen on our van!).



Kindness



Commitment



Humility

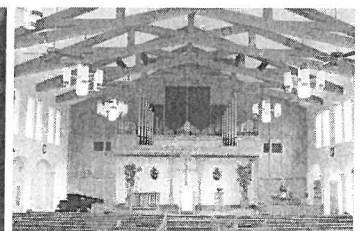
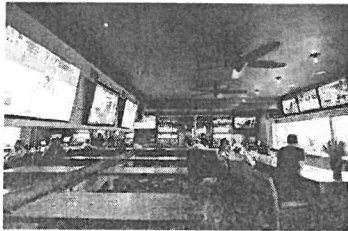


Building A Culture Of Respect And Affection

Proposal To:
Durham County Board of Elections
For:
Option 3 (Qty 1) 1 Month Laptop Rental for Elections

June 3, 2019

Version 1.0



Submitted by:
Stephen Mangum



2600 Jones Franklin Rd. Cary NC 27518
www.mcrAV.com 919.859.1199



ROOM 1

SCOPE

(1) Lenovo V330 i5 units

LVN-V330-I572U/256/8/DR/GWBC Lenovo V330 i5 7200u/256-256GB

SSD Drive/8-8GB (4GB Soldered) 4GB/DR-DVD+/-RW Drive/GWBCGigE,

WiFi,Bluetooth,Camera 81AX00GGUS, Windows 10

USB Mouse, Mousepad

\$145.00 each per month.

******Please note that with this option the Durham BOE would be responsible for doing the wipe certification prior to MCR picking up the units******

Wipe Certification is NOT included in this option which is listed as Option 3.

Cost is per unit per month.

Free delivery to one location.

We would include the encryption key.

MCR Requires a minimum thirty day advanced notice in order to provide this quantity of units. Units would have no software loaded prior to delivery other than Microsoft Windows 10 Professional. Client is responsible for any damaged or lost laptops. MCR will provide replacements should any unit(s) fail during the duration of the rental contract.

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
1	MCR Package Price (1 month rental of 1 laptop)	\$145.00	\$145.00	\$0.00	\$0.00	\$145.00
SYSTEM A TOTAL						\$145.00



ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

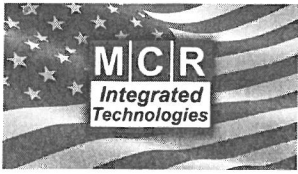
EQUIPMENT TOTAL	\$145.00
SHIPPING TOTAL	\$0.00

ENGINEERING	\$0.00
INSTALLATION	\$0.00
MANAGEMENT	\$0.00
PROGRAMMING	\$0.00
LABOR TOTAL	\$0.00

SUBTOTAL	\$145.00
TOTAL SALES TAX	\$0.00
PROJECT TOTAL	\$145.00

TERMS

I accept this proposal and hereby authorize MCR Integrated Technologies, Inc. to proceed with the installation of the included systems at the facilities of Durham County Board of Elections constructing at 201 N. Roxboro Street Durham, NC 27702 as described in the totality of this document. I further authorize MCR Integrated Technologies, Inc. to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to MCR Integrated Technologies, Inc.. In keeping with the Terms of Payment listed above. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until Durham County Board of Elections and MCR Integrated Technologies, Inc. agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by Durham County Board of Elections or their staff, construction, other building trades or any other party, and additional costs may be incurred by Durham County Board of Elections from MCR Integrated Technologies, Inc.. If such delays result in additional costs that are not covered by the pricing in this proposal. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by Durham County Board of Elections and MCR Integrated Technologies, Inc.. This proposal is valid only if accepted in writing by Durham County Board of Elections and deposit payment received no later than June 29, 2019.



ACCEPTANCE

DURHAM COUNTY BOARD OF ELECTIONS

SIGNED _____

DATE _____

PRINT NAME _____

TITLE _____

MCR INTEGRATED TECHNOLOGIES, INC.

SIGNED _____

DATE _____

PRINT NAME _____

TITLE _____