

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: THE SELECT GROUP VENDOR #: 1000018432

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

DAN BACHRODT danb@wicresoft.com
Print Name E-Mail Address

TYPE OF CONTRACT: New ☐ Renewal ☐ Amendment ☒ Services ☒ Goods ☐ Consulting ☐ Construction ☐ Lease ☐ Other ☐
SCOPE OF WORK: MICROSOFT SUPPORT AMENDMENT

CONTRACT AMT: \$ 46,168.00 CONTRACT TERM: 06/24/19-06/23/20 RFP/IFB/RFQ#: N/A

FUNDING SOURCE: General ☒ State ☐ Federal ☐ UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES ☐ NO ☒

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	42001910000	5200160100			0069	\$ 46,168.00		CONTRACT AMENDMENT
2									
3									

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

Signature: _____ Date: _____

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

REQUISITIONER

DocuSign E-Signature: Kimberly Cook/IS&T Admin. Officer Date: 09/12/19

Print Name/E-Mail: kcook@dconc.gov

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: _____ Date: _____

Print Name/Title: Greg Marrow/Chief Information Officer

E-Mail Address: gmarrow@dconc.gov

Additional Comments/Instructions by Department:

Please forward executed copy to Kimberly Cook.

FUNDS RESERVATION# _____

Purchasing Comments:

Reviewing Attorney: _____ Date: _____

PURCHASING MANAGER

DocuSign E-Signature _____ Date: _____

CHIEF FINANCIAL OFFICER

DocuSign E-Signature _____ Date: _____

COUNTY MANAGER

DocuSign E-Signature _____ Date: _____

CLERK TO THE BOARD

DocuSign E-Signature _____ Date: _____

IS&T DEPT

DocuSign E-Signature _____ Date: _____

Cook, Kim

From: Darby, Willie S.
Sent: Friday, September 13, 2019 3:03 PM
To: Cook, Kim
Subject: RE: THE SELECT GROUP FY20 CONTRACT AMENDMENT

Hi Kim:

In regards to the Amended TSG contract do not add the Master Client Services Agreement Pages that you emailed me because the provisions differ from the original provisions. Otherwise the Amendment is hereby approved. If you have questions please call.

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: Cook, Kim <kcook@dconc.gov>
Sent: Friday, September 13, 2019 12:01 PM
To: Darby, Willie S. <wdarby@dconc.gov>
Subject: THE SELECT GROUP FY20 CONTRACT AMENDMENT

Hi Mr. Darby,

Attached is FY20 THE SELECT GROUP CONTRACT AMENDMENT. I have also attached the original contract FR19-1235. Pls review and update me with approval/revisions necessary to process this contract as I am attempting to place this on October BOCC.

Thank you ☺

Kim

KIMBERLY M COOK | Administrative Officer



200 East Main Street, 5th Floor
Durham, North Carolina 27701
Office (919) 560-7083 | Fax (919) 560-7008 | kcook@dconc.gov

Cook, Kim

From: Darby, Willie S.
Sent: Friday, September 13, 2019 1:58 PM
To: Cook, Kim
Subject: RE: Revised Contract Amendment Wicresoft FY20

Hi Kim:
The Wicresoft Amendment is hereby approved.
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: Cook, Kim <kcook@dconc.gov>
Sent: Friday, September 13, 2019 11:27 AM
To: Darby, Willie S. <wdarby@dconc.gov>
Subject: Revised Contract Amendment Wicresoft FY20

Mr Darby-Revised FY20 Wicresoft contract amendment attached.
Thank you for your review,
Kim

KIMBERLY M COOK | Administrative Officer



DURHAM COUNTY
Information Services
& Technology

200 East Main Street, 5th Floor
Durham, North Carolina 27701
Office (919) 560-7083 | Fax (919) 560-7008 | kcook@dconc.gov

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/06/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services Post Office Box 13941 Durham, NC 27709 919 281-4500	CONTACT NAME: Ann Lee	
	PHONE (A/C, No, Ext): 919 281-4500	FAX (A/C, No): 8887468761
E-MAIL ADDRESS: aflee@mcgriffinsurance.com		
INSURED The Select Group US LLC 5520 Capital Center Drive Raleigh, NC 27606-3359	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Atlantic Specialty Insurance Company	
	INSURER B : Twin City Fire Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	7110166290000	03/31/2019	03/31/2020	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	7110166290000	03/31/2019	03/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	7110166290000	03/31/2019	03/31/2020	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	4060459130000	03/31/2019	03/31/2020	<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
A	E&O/Cyber Liab		760010586000	03/31/2019	03/31/2020	10,000,000/Each Claim*
B	Third Party Crime		22KB03359181	03/31/2019	03/31/2020	5,000,000
B	EPL-Third Party		22KB03359181	03/31/2019	03/31/2020	1,000,000

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

** Workers Comp Information **

Waiver of Subrogation included

** Supplemental Name **

Name Printed on DEC Page: The Select Group LLC, The Select Group US, LLC

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Durham County
 200 E Main Street
 Durham, NC 27701

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

*Errors & Omissions/Cyber Liability - \$10,000,000 Each Claim / \$10,000,000 Aggregate

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this 7th day of October 2019 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **THE SELECT GROUP** (hereinafter referred to as “**Contractor**”).

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated June 10, 2019, for the provision of MICROSOFT SUPPORT SERVICES, (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 23, 2020.
2. The compensation paid to Contractor shall be an amount not to exceed \$46,168.
3. **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:

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

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

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that Derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or

diagrams that show how things work, manuals that tell how things work and business processes and procedures.

- b. **Highly Restricted Information.** CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:

1. Information of the COUNTY or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
3. Information contained in the COUNTY's personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
4. Citizen or employee social security numbers collected by the COUNTY.
5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
7. Any attorney/client privileged information disclosed by either party.
8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

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

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

3.2 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.

3.3 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.

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

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

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

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

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

- 4. 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.
- 5.** 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.
- 6.** 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

By: _____

Print Name/Title: _____

Date of Signature: _____

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

Susan Tezai, Durham County Chief Financial Officer

CONTRACTOR

By: _____

Print Name/Title: _____

Date of Signature: _____



MWBE UTILIZATION FORM

This MWBE Utilization Form is an integral part of the contract between the County of Durham and
The Select Group (Contractor), which contract is dated 9/5/19 . 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 Office 365 Admin

Contract Amt \$46,168

Contract Term 5 months

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 MWBE 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%
As ian A merican	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	
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.

FY2020