

INTERNAL CONTRACT REQUISITION FORM

CONTRACTOR/VENDOR NAME: THE SELECT GROUPVENDOR #: 1000018432CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

JESSIE OUELLET

jouellet@selectgroup.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 (original) + \$62,640.00 (increase) for a total of \$ 108,808.00 CONTRACT TERM: 11/01/19-11/01/2020 _RFP/IFB/RFQ#: _____

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	4200191000	5200160100			0069	\$ 62,640.00	I	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: _____

Reviewing Attorney: _____

Date: _____

REQUISITIONER

DocuSign E-Signature: Kimberly Cook/IS&T Admin. Officer Date: 01/16/2020Print Name/E-Mail: kcook@dcconc.gov

DocuSign E-Signature

Date: _____

PURCHASING MANAGER

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: _____ Date: _____

Print Name/Title: Greg Marrow/Chief Information Officer

DocuSign E-Signature

Date: _____

E-Mail Address: gmarrow@dcconc.gov

COUNTY MANAGER

Additional Comments/Instructions by Department:

Please forward executed copy to Kimberly Cook and Laura Foy

Date: _____

DocuSign E-Signature

CLERK TO THE BOARD

Date: _____

DocuSign E-Signature

FUNDS RESERVATION# # 20-617

IS&T DEPT

Purchasing Comments:

Date: _____

DocuSign E-Signature

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"/> PROJECT <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 checked="" 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? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	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

R.V. [Signature]

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DESCRIPTIONS (Continued from Page 1)

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

Foy, Laura

From: Cook, Kim
Sent: Thursday, January 16, 2020 1:27 PM
To: Foy, Laura
Subject: FW: Amendment Request Contract Docs for legal review on The Select Group
Attachments: TSG Master Client Services Agreement-US tracked changes.docx

FYI-
Pls print Mr. Darby approval below and insert TSG master Client agreement to attach to the contract. Pls revise dollar amounts on the contract.
Thank you,
Kim

KIMBERLY M COOK | Administrative Officer



200 East Main Street, 5th Floor
Durham, North Carolina 27701
Office (919) 560-7083 | Cell (984) 260-5761 | Fax (919) 560-7008 | kcook@dconc.gov

From: Darby, Willie S. <wdarby@dconc.gov>
Sent: Thursday, January 16, 2020 1:12 PM
To: Cook, Kim <kcook@dconc.gov>
Subject: RE: Amendment Request Contract Docs for legal review on The Select Group

Hi Kim:
It appears that TSG accepted my changes, therefor the Agreement is hereby approved as to form.
Thanks,
Willie

From: Cook, Kim <kcook@dconc.gov>
Sent: Thursday, January 16, 2020 12:24 PM
To: Darby, Willie S. <wdarby@dconc.gov>
Subject: FW: Amendment Request Contract Docs for legal review on The Select Group

Mr. Darby,
Attached is the TSG master client agreement returned from Select Group. Select Group is the contract I am attempting to place on bocc in February after your contract approval. pls let me know if I can further assist.
Pls approve/revise.
Thank you,
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 | Cell (984) 260-5761 | Fax (919) 560-7008 | kcook@dconc.gov

From: Jessie Ouellet <jouellet@selectgroup.com>

Sent: Wednesday, January 15, 2020 7:34 PM

To: Cook, Kim <kcook@dconc.gov>

Subject: RE: Amendment Request Contract Docs for legal review on The Select Group

Hi Kim,

Hope you are doing well. I attached a formatted version of the agreement with the track changes viewable. I think I covered everything you had in the other agreement. I approve of the changes and am good to move forward if what I put in the attached is what you needed.

Best Regards,

Jessie Ouellet

Associate General Counsel and FSO

www.selectgroup.com



THE SELECT GROUP
A TECHNICAL SERVICES FIRM

Direct: 919.459.0856 | Cell: 248.881.0124
5520 Capital Center Dr. | Raleigh, NC 27606

jouellet@selectgroup.com

View my [LinkedIn page](#)

Follow **TSG** on social media:



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From: Cook, Kim <kcook@dconc.gov>

Sent: Wednesday, January 15, 2020 4:54 PM

To: Jessie Ouellet <jouellet@selectgroup.com>

Subject: FW: Amendment Request Contract Docs for legal review on The Select Group

Importance: High

Hi Jessie,

Pls review the redline in the attached contract as it was returned from our legal and I am waiting on your approval.

Pls approve and return to me asap.

Thank you,

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 | Cell (984) 260-5761 | Fax (919) 560-7008 | kcook@dconc.gov

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**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this **16th day of January 2020** 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 **November 1st, 2019** for the provision of **Microsoft Support Services**, (hereinafter the “Original Agreement”); **amended on January 16th, 2019** for an **increase of \$62,640.00 thru 11/01/2020 totaling \$108,808.00**. 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 **November 1st, 2020**.
2. The compensation paid to Contractor shall be increased by **\$62,640.00** for a total amount not to exceed **\$108,808.00**.
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: _____



MASTER CLIENT SERVICES AGREEMENT

This **MASTER CLIENT SERVICES AGREEMENT** (the "**Agreement**"), is made, entered into and effective as of (the "**Effective Date**"), by and between **THE SELECT GROUP US, LLC** ("**TSG**"), and Durham County ("**Client**"). The following terms and conditions shall be applicable to any Description of Services or Rate Letter ("**EXHIBIT A**" or "**EXHIBIT B**") entered into by and between the parties for any specific transaction or assignment attached hereto as EXHIBIT A and EXHIBIT B and are incorporated herein by this reference. To the extent there is any conflict between any terms and conditions of this Agreement and any EXHIBIT A or EXHIBIT B, the terms and conditions of the Agreement shall control unless the parties expressly state otherwise in the applicable EXHIBIT A or EXHIBIT B. Conflicting or differing terms provided on any Client work order or purchase order shall be of no force or effect. The parties acknowledge and agree that to the extent TSG or any of its affiliates provide any Services to Client that are not specifically referenced or memorialized by any EXHIBIT A, such Services shall be provided to Client (and such relationship between TSG and Client) and shall be subject to the terms and conditions set forth in this Agreement.

1. Services.

A. General Services Provided. During the Term (as defined below), and subject to the terms and conditions set forth herein and on any EXHIBIT A, TSG agrees to use its commercially reasonable efforts to assist Client by providing technical personnel to perform information technology services ("**Services**") on a temporary or direct hire basis in return for the fees and reimbursable expenses described in this Agreement and in any EXHIBIT A. TSG will perform its obligations in good faith and in a professional manner. TSG will provide Client with such progress, status, and other updates as Client may reasonably request from time to time. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TSG AND ITS AFFILIATES, SUBSIDIARIES AND AGENTS (COLLECTIVELY, THE "**REPRESENTATIVES**") DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT. THE REPRESENTATIVES DO NOT WARRANT THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS NOR DO THEY GIVE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING THE SERVICES.

B. Staff Augmentation. TSG will use commercially reasonable efforts to recruit and provide Client with qualified temporary personnel ("**Assigned Personnel**") as agreed to by the parties in any EXHIBIT A. TSG will be responsible for paying compensation and providing employment-related benefits to Assigned Personnel, in TSG's sole discretion. TSG maintains compliance with the provisions of the Affordable Care Act. All Assigned Personnel who meet eligibility criteria are offered access to our medical plan as part of our overall benefit offerings to our employees. TSG will invoice Client on a weekly basis for services performed by the Assigned Personnel during Monday through Sunday of the immediately preceding week. Invoices will be submitted electronically via email or fax and will be based upon and supported by relevant time records. In addition, TSG may charge Client (and Client shall be solely responsible for) premium rates to the extent TSG is required to pay additional compensation or payment to any Assigned Personnel based on the laws, regulations or codes of the applicable jurisdiction in which the Services are being provided.

C. Direct Hire Personnel. TSG will use commercially reasonable efforts to provide Client with the names for candidates for employment that match the qualifications and hiring criteria established by Client ("**Direct Hire Personnel**"). TSG will facilitate all communications between Client and Direct Hire Personnel. If Client elects to hire any Direct Hire Personnel provided by TSG, TSG will extend and negotiate Client's employment offer to such Direct Hire Personnel and



facilitate on-boarding of the Direct Hire Personnel to Client's workplace. Assigned Personnel and Direct Hire Personnel may be collectively referred to herein as "**Personnel**".

2. Obligations of Client.

A. Client Information. Client will provide TSG with all information relating to Client's business that TSG reasonably requests in connection with TSG's performance of the Services.

B. Control of Personnel. Client will have the sole and exclusive authority to control, supervise and direct the day-to-day activities of any Personnel in the performance of the Services. Client must provide all facilities and supplies that may be necessary for Personnel to perform the Services. Notwithstanding anything set forth in this Agreement or any EXHIBIT A to the contrary, the parties agree that TSG has the sole and exclusive right to make all decisions relating to terms and conditions of each Assigned Personnel's relationship with TSG, including, but not limited to, decisions regarding hiring, firing, discipline, reassignment, compensation and benefits. TSG reserves the right to terminate its relationship with or reassign any Assigned Personnel at any time. If TSG reassigns or terminates its relationship with any Assigned Personnel during an engagement, it will notify Client in writing in advance thereof and will exercise all commercially reasonable efforts to provide a suitable replacement Assigned Personnel candidate within a reasonable period of time. Notwithstanding anything set forth in this Agreement or any EXHIBIT A to the contrary, Client shall have the right to terminate the engagement with any Assigned Personnel at any time.

C. Time Records of Assigned Personnel. Assigned Personnel will be required to submit time records to Client (and/or TSG, at TSG's request) for verification on either a daily or weekly basis, as mutually agreed to by the parties hereto. Client must verify the time records (whether based upon Client's or TSG's reporting forms and requirements) through Client or TSG's timesheet system within twenty-four (24) hours after receipt for the purpose of accurate billing. Otherwise, the time records will be considered approved.

D. Assistance with Claims. Client must notify TSG in writing within three (3) business days of any on-the-job accident or injury involving any Assigned Personnel; any report by any Assigned Personnel relating to workplace conditions or alleged discrimination, harassment, or retaliation; or any report relating to the acts or omissions of any Assigned Personnel, and will cooperate fully with TSG in the investigation and resolution of any internal or external reports, complaints, claims, charges, administrative proceedings, or other actions that may be brought by, or may relate to acts or omissions of, any Assigned Personnel.

E. Employment of Direct Hire Personnel. All Direct Hire Personnel hired by Client will be W2 employees of Client. Client will be responsible for paying each Direct Hire Personnel's compensation and for providing each Direct Hire Personnel with employment-related benefits, and for complying with all laws and regulations governing Client's workplace and Client's business activities. After Client has hired any Direct Hire Personnel, TSG shall have no further liability with respect to such Direct Hire Personnel.

F. Client Representations and Covenants. Client represents and warrants to TSG that during the Term: (i) it maintains and will continue to maintain a safe working environment for all Personnel, implement appropriate safety policies and procedures, and provide proper safety training and information, in accordance with OSHA standards and other applicable federal, state and local laws and regulations; (ii) it complies, and will continue to comply, fully with all federal, state and local laws and regulations governing the workplace and Client's business activities, including, but not limited to, those laws and regulations prohibiting discrimination and harassment; and (iii) it will not request or require any Assigned Personnel to perform any act that violates applicable law or infringes upon or misappropriates any intellectual property right or other right of a third party.

G. Assigned Personnel's Background Investigation. Client will be responsible for conducting any background investigations, including but not limited to past employment, educational and criminal history, on all Assigned Personnel unless TSG is specifically requested by Client in writing to do so.

3. TSG Guarantees.

A. 40-Hour Guarantee; Staff Augmentation. During the first forty (40) hours of the performance of Services by an Assigned Personnel, Client may notify TSG in writing that the Assigned Personnel is not meeting Client's reasonable expectations. TSG will (i) attempt to resolve the performance issue to Client's satisfaction; and (ii) in the event the performance issue cannot be resolved to Client's reasonable satisfaction, (x) immediately remove the Assigned Personnel, and (y) replace him/her with another candidate that substantially meets Client's agreed-upon needs within a reasonable time; and (z) refund all of the hourly rate fees that were paid by Client to TSG for the Services provided by the removed Assigned Personnel. This refund may be off-set against any fees owed by Client to TSG. Client agrees that it will not solicit, engage or compensate any third party to recruit a replacement candidate for such removed Assigned Personnel or engage any third party to perform the Services during the time in which TSG is seeking replacement personnel for Client.

B. 30-Day Guarantee; Direct Hire. TSG guarantees each Direct Hire Personnel for a period of thirty (30) days from the date of hire as set forth below. If any Direct Hire Personnel is terminated during such thirty (30) day period, TSG will provide Client with replacement candidates for no additional fee. If TSG is unable to find a qualified replacement within thirty (30) days of the date Client notifies TSG of an employee's resignation or termination, TSG will provide Client with a credit against future services equal to the total amount of the fees paid to TSG for the Direct Hire Personnel. Notwithstanding the foregoing, Client acknowledges that TSG has no obligation to provide Client with any replacement candidates or credits if a Direct Hire Personnel is terminated due to layoff, reorganization, closure, relocation, or a principal change in job description or responsibilities.

4. Pricing and Fees.

A. Assigned Personnel / Contract-to-Hire. Fees for Services by Assigned Personnel will be charged at the hourly billing and premium rates set forth in the applicable EXHIBIT A. Client may elect to convert Assigned Personnel in accordance with the terms of Section 6. Each payment for fees is due and payable promptly upon Client's receipt of an invoice, but in no event more than fifteen (15) days after receipt. Client acknowledges that at the time Client receives each invoice from TSG for Services performed by the Assigned Personnel, TSG has already paid to the Assigned Personnel its compensation due therefor. Accordingly, Client hereby agrees promptly to pay invoices in accordance with the payment terms set forth herein.

B. Direct Hire. Fees for Services by Direct Hire Personnel are due on a contingency basis, which means that no fees will be due unless Client elects to hire a candidate provided by TSG. If Client hires a candidate provided by TSG, the fee will be equal 25% of the candidate's total guaranteed compensation during his or her first twelve (12) months of employment with Client. Fees are earned by TSG, and shall be due and payable within thirty (30) days from the date a TSG-proposed candidate becomes an employee of Client, regardless of whether such candidate's employer is Client or one of Client's affiliates or subsidiaries; and regardless of whether Client initially rejected such candidate.

C. Other Fees and Expenses. Client will also reimburse TSG for all pre-approved expenses incurred by TSG in the course of performing its obligations under this Agreement and any other amounts agreed upon by TSG and Client either in this Agreement or on any EXHIBIT A. If Client refers or otherwise identifies a TSG-proposed candidate to another party



(whether an affiliate or otherwise) that hires such candidate, Client shall be liable to TSG for the fees described in the appropriate EXHIBIT A as if the Client engaged such candidate(s) directly.

D. Payment of Fees. Each payment for fees is due and payable promptly upon Client's receipt of an invoice, and in accordance with the applicable Sections 4 (A) and (B). Client agrees that it will pay to TSG any new or increased costs associated with the Assigned Personnel that TSG is or becomes legally required to pay, including, but not limited to, increased compensation, benefits, or payroll taxes. TSG may charge an additional late fee of one and one-half percent (1.5%) per month on unpaid amounts owed and outstanding after fifteen (15) days, until such amounts are paid in full, and/or may suspend performance until such time that the outstanding invoice is paid in full. In addition, Client shall be responsible for, and agrees to pay, reasonable costs and expenses of collection, including, but not limited to, court and attorneys' fees and expenses.

5. Term of Agreement. See Section of the Original Agreement. ~~The term of this Agreement (the "Term") begins on the Effective Date and will continue until terminated as follows: (a) at any time, either party may terminate this Agreement by providing at least thirty (30) days' prior written notice to the other party of its intention to terminate; (b) a party may terminate this Agreement by providing the other party with at least fifteen (15) days' prior written notice, in the event the other party (i) breaches any material term or condition of this Agreement and does not cure the breach within such fifteen (15) day period, (ii) becomes insolvent or becomes party to any bankruptcy or receivership proceeding or any similar action affecting its financial condition or property, if such proceeding has not been dismissed within thirty (30) days, or (iii) makes a general assignment for the benefit of creditors. Any payment obligations of Client that have accrued prior to termination shall survive any termination of this Agreement or any EXHIBIT A. Upon termination of the Agreement or any EXHIBIT A, TSG will: (i) request that Assigned Personnel take reasonable steps to wind down works in progress in an orderly fashion, and (ii) submit to Client an invoice setting forth any outstanding amounts due to TSG (and Client will pay such invoices).~~

6. Non-Interference. Client acknowledges that TSG expends considerable effort and incurs substantial expense to recruit and retain qualified personnel, and that interference with relationships with its personnel would cause immediate and irreparable harm and would damage TSG's legitimate business interests. Accordingly, Client hereby agrees (for purposes of this Section, on behalf of itself and all of its affiliates) that without first seeking and receiving TSG's prior written consent, Client (or Client's affiliates) will not, at any time during the performance of the Services by the Assigned Personnel, or during the twelve (12) month period following the last date of Services performance by such Assigned Personnel: (i) directly or indirectly employ such Assigned Personnel or engage such Assigned Personnel as an independent contractor, consultant, service provider, or in any other capacity; or (ii) permit such Assigned Personnel to be placed with or assigned to Client (or any of its affiliates) by any person or entity other than TSG or its affiliates, or to perform services for Client (or any of its affiliates) as an employee, contractor, consultant, or agent of any person or entity other than TSG or its affiliates. Further, Client hereby agrees that with respect to each person or entity whom TSG proposed for assignment to perform Services for Client (or any of its affiliates) under this Agreement and whom Client rejected (each, a "**Rejected Candidate**"), without first seeking and receiving TSG's prior written consent, Client (and its affiliates) will not, for a period of twelve (12) months following the date on which such Rejected Candidate was proposed to Client (or any of its affiliates), directly or indirectly employ such Rejected Candidate or engage such Rejected Candidate as an independent contractor, consultant, service provider or in any other capacity.

Notwithstanding the foregoing, Client may directly employ or engage as an independent contractor the Assigned Personnel upon payment to TSG of a "Conversion Fee" as specified herein and by giving TSG two (2) week's prior written notice of its intent to convert the Assigned Personnel. If Client employs or engages the Assigned Personnel within the following time frames after the date on which Assigned Personnel first performs Services for Client pursuant to any EXHIBIT A, Client will pay to TSG the following percentages of the annualized compensation Client pays to Assigned Personnel as a Conversion Fee:



Time Frame	Percentage	Time Frame	Percentage
0-160 Hours Worked	25 %	641-820 Hours Worked	9 %
161-320 Hours Worked	21 %	821-1040 Hours Worked	5 %
321-480 Hours Worked	17 %	Over 1041 Hours Worked	0 %
481- 640 Hours Worked	13 %		

7. **Confidentiality.** Each party may disclose to the other certain non-public information relating to its business, including, without limitation, technical, marketing, financial, personnel, planning, and other information that is marked confidential, or which the receiving party should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("**Confidential Information**"). Each party agrees that it will not disclose or use the other party's Confidential Information except (i) to the extent necessary for the purpose of performing under this Agreement or any EXHIBIT A; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that each party will promptly notify the other of any such obligation. All of a disclosing party's Confidential Information, including, without limitation, all materials, documents, duplicates, copies, written abstracts, summaries, notes and other materials embodying such Confidential Information, will be returned promptly to the disclosing party thereof, or destroyed (with prompt delivery to such disclosing party of a writing executed by an officer of the receiving party thereof certifying such destruction), if and as instructed by such disclosing party. Notwithstanding the foregoing, Client hereby understands and agrees that any confidential or proprietary information of Client disclosed directly by Client to any Personnel will not be considered Confidential Information hereunder. In order to protect the confidentiality of such information, Client hereby understands and agrees that it must enter into a confidentiality and non-disclosure agreement directly with such Personnel. Client hereby agrees that TSG will not be liable to Client for a breach by any Personnel of any term or condition related to confidentiality.

Each party hereby acknowledges and agrees that the terms, conditions and restrictions set forth in Sections 6 and 7 hereof are reasonably necessary for the protection of the other party's business and goodwill, and that any breach or threatened breach by such party of any of such terms, conditions and restrictions may cause such other party substantial and irreparable harm for which monetary damages alone may not be adequate; and accordingly, that in the event of such a breach or threatened breach, the aggrieved party shall have the right to seek immediate injunctive relief and/or specific performance, in addition to any other remedies available at law or in equity.

8. **Indemnification.** Client hereby agrees to be solely responsible for its own acts or omissions in the performance of its duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, losses and expenses (including but not limited to reasonable attorney fees) resulting from, or attributable to any and all of its individual acts and omissions. Client acknowledges that it is covered for liability by a self-funded program and at the request of TSG will provide a self-insured letter from its Risk Management Department. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Client, which immunity is hereby reserved to Client. Client agrees that it will defend, indemnify and hold TSG harmless from and against any and all third party liabilities, losses, damages, claims, suits, judgments, costs and expenses (including reasonable attorneys' fees and costs of any investigation or action related thereto) suffered or incurred by TSG and/or its affiliates, representatives, its Personnel, directors, officers, managers, employees, agents, etc. arising from: (i) Client's acts or omissions; (ii) Client's breach of any term or condition, or any of its representations or warranties, set forth in this Agreement or any EXHIBIT A; (iii) any injury to any Personnel's person or property occurring at Client's worksites or under Client's direction; (iv) Client's business, products or services; (v) Client's treatment of Personnel in contravention of his, her or its status as is set forth in the Agreement or any EXHIBIT A; (vi) Client's violation of any applicable law or regulation; (vii) acts or omissions of any Direct



~~Hire Personnel after such Direct Hire Personnel has been hired by Client; and/or (viii) Client's request to perform a background check, credit check, or drug test with respect to any Personnel.~~

9. LIMITATION OF LIABILITY. EXCEPT FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT OR ANY EXHIBIT A, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOSS OF BUSINESS, LOSS OF DATA OR LOSS OF USE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO CASE SHALL TSG'S TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, INDEMNITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY EXHIBIT A, OR THE SERVICES EXCEED THE FEES (EXCLUDING EXPENSES) PAID BY CLIENT HEREUNDER (AND RELATED TO THE SPECIFIC EXHIBIT A UNDER WHICH THE POTENTIAL LIABILITY ARISES) DURING THE TWELVE MONTH (12) PERIOD ENDING ON THE DATE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIMS.

10. Mediation and Arbitration. See Section of the original agreement for Dispute Resolution provisions. TSG and Client agree that any and all disputes arising out of this Agreement, or any EXHIBIT A, except for Client's breach of Section 4(D), shall be resolved as set forth in this section. In the event of a dispute between the parties, one of the parties may initiate the dispute resolution process described herein by providing written notice to the other party. For a period of ten (10) days after such notice is received, the parties agree to attempt to resolve the dispute through confidential mediation in good faith between senior officers of the parties. If the confidential mediation does not succeed, both parties shall submit to binding and confidential arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") (the "Rules") and under North Carolina law. BOTH PARTIES AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT. Any arbitration will be administered by the AAA in North Carolina and a single neutral arbitrator will be selected.

11. Governing Law. This Agreement and each EXHIBIT A shall be governed by and construed according to the laws of the State of North Carolina, irrespective of any conflicts of law rules related thereto.

12. Force Majeure. A party shall be excused from performing its obligations under this Agreement or any EXHIBIT A if its performance is delayed or prevented by any event beyond such party's reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions or boycotts, fires, default by independent contractors, explosions or floods. Any time specified for completion of performance falling due during or subsequent to the occurrence of any such events shall be automatically extended for a period of time equal to the reasonably unavoidable period of such disability. The foregoing shall not excuse late payment of fees owed to TSG by Client.

13. Assignment; Notices. Client may not assign its rights and obligations under this Agreement or any EXHIBIT A (whether by operation of law or otherwise) without the prior written consent of TSG. Subject to the foregoing, this Agreement and any EXHIBIT A shall be binding upon and shall inure to the benefit of the parties' successors and assigns. Notices or other communications hereunder shall be in writing, and shall be deemed effectively given: upon personal delivery; upon confirmed delivery by facsimile or electronic email without notice of transmittal failure; on the third (3rd) day following delivery by a reputable overnight courier; or on the fifth (5th) day following mailing by registered or certified mail, postage prepaid, return receipt requested; in each instance, addressed to the address set forth in the Agreement, in any EXHIBIT A, or as otherwise provided by each party to the other party.



Notice to TSG shall be addressed to:

The Select Group US, LLC

5520 Capital Center Dr.

Attention: General Counsel

Raleigh, NC 27606

Notice to the Client shall be addressed to:

14. Miscellaneous. Each of TSG and Client acknowledges and agrees that the relationship between the parties hereunder shall be that of an independent contractor, and that nothing contained herein shall be construed or interpreted as creating any other relationship between the parties including, but not limited to, employer/employee, principal/agent, partnership, or joint venture. The Agreement and any subsequent EXHIBIT A as may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. PDF copies of signatures shall be considered original signature pages, and signatures affixed by electronic signature software shall be deemed to be the same as if signed manually. No delay or omission by a party to exercise any right or remedy accruing pursuant to any of the terms hereof shall impair any such right or remedy or be construed to be a waiver thereof. Any modification or amendment of any provision of the Agreement or any EXHIBIT A must be made in writing and signed by an authorized representative of each party. This Agreement (and each EXHIBIT A) constitutes and sets forth the entire agreement and understanding among the parties with respect to the subject matter hereof. Sections 4 through 11 of this Agreement shall survive the termination or expiration of this Agreement and any EXHIBIT A.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement as of the Effective Date.

THE SELECT GROUP US, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

**EXHIBIT A****DESCRIPTION OF SERVICES**

This Description of Services (this "EXHIBIT A"), is made and entered into by and between The Select Group US, LLC ("TSG"), and ("Client"), and is entered into in connection with that certain Master Client Services Agreement, dated , by and between TSG and Client (the "Agreement"). Capitalized terms used in this EXHIBIT A and not otherwise defined herein shall have the definitions ascribed to them in the Agreement.

Client Contact Information			
Client Name:		Contact Name:	
Billing Address:		Title:	
		Phone:	
		Fax:	
		Email:	

Staff Augmentation Job Specifications				
Job Title/Services:				
Name of Personnel:		Billing Rates:	Straight Time:	per hour
Anticipated Start Date:			Overtime:	per hour

Direct Hire Job Specifications				
Job Title/Services:				
Name of Personnel:		Fee Commission Percentage and First Year Salary:	%	
Anticipated Start Date:				
Manager/Department				

By their execution below, the parties hereto have agreed to all of the terms and conditions effective as of the date stated above.

THE SELECT GROUP US, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

**EXHIBIT B**

Client Contact Information				
Client Name:		Contact Name:		
Billing Address:		Title:		
		Phone:		
		Email:		
Staff Augmentation Job Specifications				
Job Title/Services:				
Name of Personnel:		Billing Rates:	Straight Time:	per hour
Anticipated Start Date:			Overtime:	per hour
Approving Manager Name:			Second Approver Name:	
Approving Manager Email:			Second Approver Email:	
Direct Hire Job Specifications				
Job Title/Services:				
Name of Personnel:		Fee Percentage and First Year Salary:	%	
Anticipated Start Date:				
Manager/Department:				
<p>*Conversion Information: Any conversion fees will be determined by the terms and percentages agreed to by TSG and Client in the Master Services Agreement.</p> <p>*Timesheet Policy Acknowledgment: We request that you please approve each of the Assigned Personnel's timesheets by 12:00pm EST each Tuesday for the prior week's hours to guarantee the Assigned Personnel gets paid on our weekly payroll cycle. Please let us know if you have questions or need guidance on how to approve time in the timekeeping system.</p> <p>By replying approved to this email you are acknowledging that you will follow the below timesheet approval schedule.</p> <ol style="list-style-type: none">1. Assigned Personnel Timesheet Submission Deadline: Submitted Status no later than 12:00 PM EST every Monday.2. Manager Approval Deadline: Approved no later than 12:00 PM every Tuesday.				



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 11/01/2019. 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: MICROSOFT OFFICE 365 ADMIN

Contract Amt: INCREASE OF \$62,640.00

Contract Term: EXTENDE THRU

11/01/2020

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%



North Carolina
Durham County

CERTIFICATION

I, Monica W. Toomer, the duly appointed and qualified Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners approved to authorize the County Manager to extend a contract with The Select Group for up to \$46,168 for the contracted services for a Microsoft Administrator to work with the IS&T Platform Team from the IS&T 2019-2020 Operational Budget.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 14th day of October 2019.



MONICA W. TOOMER
Clerk to the Board of County Commissioners

(Fund 101), and per capital financing policy, needs to be transferred to the Capital Financing Fund (Fund 125) where they can be applied to debt service. Per Generally Accepted Accounting Principles (GAAP) the revenues are recorded in the fiscal year that they apply, FY 2018-19. However, it is too late to amend the prior year budget to transfer the over realized funds in the prior fiscal year, therefore these monies have fallen to fund balance within the General Fund for the prior fiscal year (FY 2018-19). Thus, the Board is requested to approve Budget Ordinance Amendment No. 20BCC000016 increasing the amount of FY 2019-20 General Fund (Fund 101) fund balance appropriated by \$699,974 and transferring those funds to the Capital Financing Fund (Fund 125).

Revenues per source collected over budgeted amounts:

- Article 40: \$558,263
- Article 42
(\$92,818)
- Local
Occupancy
Tax :
\$234,529
- **Total: \$699,974**

Moving these funds from the General Fund to the Capital Financing Fund will not affect the overall fund balance percentage for the General Funds, as both of these funds are accounted for in the overall fund balance percentage.

Alignment with Strategic Plan: This request relates to the following elements of the Durham County Strategic Plan: the effort aligns with Goal #5 (Accountable, Efficient, and Visionary Government).

Resource Persons: Keith Lane, Director - Budget and Management and David Ades, Assistant Director of Budget and Management

County Manager's Recommendation: The Manager recommends the Board of County Commissioner approve Budget Ordinance Amendment No. 20BCC000016 appropriating \$699,974 of FY 2018-19 General Fund revenue, now residing in FY 2019-20 General Fund fund balance, and transferring it to the Capital Financing Fund to comply with the County's capital and debt financing policy.

Attachments:

AAF-16 Legal Form Appropriating FY 2018-19 Overrealized sales tax funds to F

19-0472

Contract amendment to increase The Select Group contract amount to \$41,168.

Agenda Text:

The Board is requested to authorize the County Manager to: enter into a collaborative agreement and pay The Select Group to increase the current contract to \$46,168 for the contracted services for a Microsoft Administrator to work with the IS&T Platform team and give the County Manager authority to sign subsequent renewals. This contracted position will assist in several capital improvement projects and will also serve to resources need that we currently do not have within County. The approved funding for this action is from the fiscal year 2019-2020 operational budget.

The IS&T Platform team is responsible for second and third level support within IS&T, and accountable for managing capital improvement projects for all Life Cycle Replacement of Servers, Business applications and Office 365. The IS&T Platforms team consist of six network administrators who are consistently improving the platform infrastructure by deploying enterprise application, Office 365 and servers. This fiscal the platform team plans to deploy features within Office 365 such as Forms, Planner and teams which will provide modern tool to enhance collaboration within the organization and citizen engagements. Extending this contract will continue to provide a dedicated resource to deploying these 365 tools and improve collaboration for employees throughout Durham County.

Alignment with Strategic Plan: Goal 5 - Accountable, efficient, and visionary government

Resource Persons: Antonio Davis, IT Manager-Systems; Aaron Stone, Assistant Director of Info Technology; Greg Marrow, Director of Information Technology

County Manager's Recommendation: The County Manager recommends that the Board authorize the County Manager to extend a contract with The Select Group for up to \$46,168 for the contracted services for a Microsoft Administrator to work with the IS&T Platform Team from the IS&T 2019-2020 Operational Budget.

Attachments:

FY20 SELECT GROUP AMENDED CONTRACT

AAF Supplemental Document - Contract Approval TSG OCT2019

19-0482

Capital Project Amendment No. 20CPA000007 - Appropriating \$3,330,530 of Limited Obligation Bonds (LOBS) funding to the New EMS Station #1 Project and reclassing County Contribution Funding in the amount of \$1,081,340.31 to Limited Obligation Bonds (LOBS) for a total LOBS Funding of \$4,411,870.31 and Execution of a Construction Contract with Engineered Construction Company for the New EMS Station #1 Project No. 44103100DC132

Agenda Text:

The Board is requested to approve Capital Project Amendment No. 20CPA000007, appropriating \$3,330,530 into the EMS Station #1 Capital Project Account (See Attachment 1, Page 1) and to authorize the County Manager to enter into a contract with Engineered Construction Company to provide construction services for the New EMS Station #1, located at 402 Stadium Drive, Durham, in the amount of \$3,661,780.00 (Base Bid plus Alternate G2), and to execute any other related contracts including change orders, if necessary, not to exceed the project budget of \$5,029,029. (See Attachment 3, Pages 1-2).

An Invitation for Bids (IFB) for construction services for this work was advertised on July 7, 2019 and bids were received on August 21, 2019. Five (5) bids were received. The lowest bid was received from Engineered Construction Company in the amount of \$3,661,780.00 for the base bid plus Alternate G2. (See Attachment 2, Pages 1-15.). For M/WBE participation information, see Attachment 4, Page 1.





COUNTY OF DURHAM

Purchasing Division of the Finance Department
201 East Main Street 7th Floor, Durham NC 27701
919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 2000000617

General Data			
Company code	DCNC	Document date	10/22/2019
		Posting date	10/22/2019
More Data			
Text	SERVICE CONTRACT RENEWAL 11/01/19 - 06/23/20		
Overall Amount	46,168.00 USD		
To Approve	0.00 USD		

Document item 001			
Text	MICROSOFT SUPPORT SERVICES		
Fund	1001010000	Funds center	4200191000
Cost Center	4200191000	G/L account	5200160100
Vendor	1000018432	Vendor Name	THE SELECT GROUP US LLC
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	46,168.00 USD		
Open amount	46,168.00 USD		
To approve	0.00 USD		


PURCHASING OFFICER

CHIEF FINANCIAL OFFICER