



**THIS CONTRACT is hereby made, entered into, and effective as of March 24, 2025, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and PRESIDIO NETWORKED SOLUTIONS LLC, hereinafter referred to as the “CONTRACTOR,” and also collectively referred to as the “Parties.”**

**W I T N E S S E T H:**

**WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.**

**WHEREAS, the COUNTY is in need of Cisco Duo Subscription (MFA) solution for Guilford County, and**

**WHEREAS, the CONTRACTOR has submitted a proposal to provide such goods and/or services.**

**NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:**

- 1. GOODS AND/OR SERVICES.** CONTRACTOR will provide the goods and/or services as set forth in the Quote (Attachment A), attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the CONTRACTOR'S Quote (Attachment A) and the first five (5) pages of the Contract, the Contract shall prevail and control.
- 2. PAYMENT AND PRICING.** As full compensation for the CONTRACTOR’S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment A, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract. Any undisputed , late payment shall incur interest of 1.5% per month.
- 3. NOT TO EXCEED CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$898,398.00. Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.
- 4. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.
- 5. TERM.** Unless terminated as provided herein, this Contract shall be in effect for Five (5) years, beginning March 24, 2025, and ending March 23, 2030.
- 6. AMENDMENTS.** The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

## **7. TERMINATION.**

### **TERMINATION WITHOUT CAUSE.**

COUNTY may terminate this Contract without cause or penalty upon serving a 90 (ninety) day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted, including costs and expenses incurred and any open, non-cancellable commitments with vendors and/or subcontractors for COUNTY'S services only (this will not apply to vendor or subcontractor costs that are utilized for other customer's of CONTRACTOR), as of the date of termination will be paid.. In order for CONTRACTOR to be paid for costs and expenses actually incurred due to COUNTY'S termination, CONTRACTOR shall provide a detailed invoice with accompanying documentation of vendors and/or subcontractors bills showing costs incurred within ninety (90) days of termination. In the event that CONTRACTOR fails to provide this invoice or supporting documentation, these costs and expenses shall be deemed waived.

### **TERMINATION FOR CAUSE.**

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this Contract.

**8. BREACH.** If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than twenty (20) days after the other party ("the non-breaching party") has notified the breaching party of such breach and the non-breaching party has been afforded the opportunity to cure, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

**9. EQUAL EMPLOYMENT OPPORTUNITIES - AFFIRMATIVE ACTION.** GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the

North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.

**10. FEDERAL FUNDING – UNIFORM GUIDANCE.** The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. 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”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

**11. NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Michael Halford, Guilford County Manager  
GUILFORD COUNTY  
P.O. Box 3427 (zip code 27402)  
301 West Market Street  
Greensboro, NC 27401

PRESIDIO NETWORKED SOLUTIONS LLC  
Mailing Address: 12100 Sunset Hills Road Suite 300  
City, State, Zip: Reston, VA 20190

**12. INDEPENDENT CONTRACTOR/INDEMNIFICATION** CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

**13. ASSUMPTION.** The parties understand and agree that their duties and responsibilities under this Agreement shall not be assigned, transferred, or shared by either party with any other person, corporation or entity without the prior written approval of the other party. Notwithstanding the foregoing, the County agrees that Contractor may assign this Agreement without such approval to an affiliate or in connection with a merger, acquisition, consolidation, corporate reorganization, sale of a substantial block of its stock, or the sale of all or substantially all of its assets. If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must notify

GUILFORD COUNTY in writing of these changes within ten (10) days of assignment if the COUNTY is required to pay a different entity due to merger or assumption and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the assuming CONTRACTOR'S registered agent for service of process and/or all notices required under this Contract.

**14. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**15. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within five (5) days of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of thirty (30) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

**16. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

**17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.**

**WORKERS COMPENSATION:** CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

**COMMERCIAL PROFESSIONAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**BUSINESS AUTO LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

**COMMERCIAL GENERAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS:** All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require

that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

**MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION:** CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90007074**

With CONTRACTOR'S NAME: PRESIDIO NETWORKED SOLUTIONS LLC

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

**18. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

**19. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

**20. LIMITATION OF LIABILITY.** In no event shall CONTRACTOR or COUNTY be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages whatsoever, including, but not limited to, costs for procurement of substitute services or damages for loss of profits, revenue, data, use, or business interruption incurred by either party or any third party, whether or not advised of the possibility of such damages.

Parties entire liability hereunder and exclusive remedy for damages from any cause whatsoever, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of actions, shall be limited to proven direct damages not to exceed an amount equal to the total net payments paid by the COUNTY to CONTRACTOR for the applicable services under the applicable Statement of Work ("SOW"), quote, or other ordering document during the six (6) months preceding the month in which the damages occurred.

CONTRACTOR shall not be liable to the COUNTY or to any other person or entity for any damages arising out of or relating to: (I) Interoperability, interaction, access, or interconnection problems with applications, equipment, professional services, content or networks provided by the COUNTY or third parties; (II) Service

interruptions or lost or altered messages or transmissions, except as otherwise provided in the applicable SOW; (III) Unauthorized access to, or theft, alteration, loss, degradation, damage or destruction of, the COUNTY's, its users' or third parties' applications, content, data, programs, information, network or systems, whether on-premises or cloud-based (all of the foregoing of the COUNTY, its users or third parties is collectively referred to hereinafter as the "COUNTY computer systems"), or loss of access thereto, through any manner or method, including, without limitation, any harmful program, code or attack; (IV) A breach in the security of any of the COUNTY computer systems; (V) The integrity or authenticity of the COUNTY's, its users' or third parties' content, data, or information, (VI) In addition to any responsibilities specified in an SOW, THE COUNTY shall establish, implement and maintain its own (i) procedures for the reconstruction of lost or altered files, backup or saving of data or programs, and (ii) organizational security protocols and governance consistent with industry practices governing THE COUNTY'S, its employees, subcontractors, or third parties' access and use of the THE COUNTY Computer Systems, or (VII) The COUNTY's failure to implement any security recommendations made by CONTRACTOR.

**21. WARRANTY/WARRANTY DISCLAIMER.** Each of the signatories hereto warrants and represents that it has the right and authority to enter into this Agreement. Contractor warrants all services will be provided in a professional and workmanlike manner consistent with industry standards. Contractor services are warranted for thirty (30) days from the date of final delivery of the services, during which period, Contractor shall promptly correct any defective workmanship at no additional cost to the County as the County's sole and exclusive remedy. Except as expressly provided in this Agreement, Contractor makes no warranties, express or implied, and specifically disclaims any warranty of merchantability, fitness for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealings or course of performance. Contractor does not warrant that the services will be uninterrupted or error-free. The County agrees that any products provided to the County under this Agreement that are neither developed nor designed by Contractor will carry the warranty provided by the manufacturer, or developer, if any, and Contractor makes no independent warranty with respect to such products.

**22. NON-SOLICITATION.** During the term of the Agreement and for a period of twelve (12) months thereafter, the County agrees not to solicit for a permanent or other position any employee or subcontractor of Contractor to whom the county was introduced or who worked on a project involving the parties pursuant to this Agreement.. Should the County solicit and/or hire such an employee or subcontractor from Contractor, the County shall pay to Contractor an administrative fee equal to the most recent year's aggregate employee's compensation with Contractor or the subcontractor as applicable. This fee would be payable at the time of the individual's acceptance of employment from the County.

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This Contract continues with signatures on the following page.)

**GUILFORD COUNTY**

ATTEST:

**PRESIDIO NETWORKED  
SOLUTIONS LLC**

ATTEST:

H. Cummings 03/20/2025

Witness      Contracts Manager      Date

Print Name: Haymanot Cummings

Guilford County Department Director / Designee


**QUOTE:** 2001725061002-04

DATE: 02/18/2025

PAGE: 1 of 2

**TO:**  
 Guilford County Government  
 Jad Al-Bjaly  
 301 W Market St.  
 Greensboro, NC 27401  
 jalbjaly@guilfordcountync.gov  
 (p) 3366413371  
 (f) (336) 641-3565

**FROM:**  
 Presidio Networked Solutions LLC  
 Holly Pecyna  
 5444 Wade Park Boulevard  
 Suite 150  
 Raleigh, NC 27607  
 hpecyna@presidio.com  
 (p) +1.631.406.4590

**Customer#:** GUILF004

**Contract Vehicle:** North Carolina Information Technology Cisco IT Contract 204X

**Account Manager:** Charles West

**Inside Sales Rep:** Holly Pecyna

**Title:** Guilford County: DUO Renewal 3200 Users Options - 5 year

**Comments:** 5-year quote, 5 annual payments of \$179,679.60 each.

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
Option 3: 5 Year								
<b>DUO-SUB</b>		<b>Remaining Term:</b> 60 months <b>Auto-Renewal Term:</b> Do Not Renew	<b>Billing Model:</b> Annual <b>Requested Start Date:</b> 03/24/2025		<b>Subscription ID:</b> Sub1143470			
1	DUO-SUB	Cisco Duo subscription	\$0.00	\$0.00	1	0.00%	\$0.00	\$0.00
<b>Recurring Charges</b>								
2	SVS-DUO-SUP-P	Cisco Duo Premium Support	\$4,536.00	\$2,685.30	1 Each for 60 months	40.81%	\$272,160.00	\$161,118.00
<b>Comments:</b> 5-year quote, 5 annual payments of \$32,223.60 each.								
3	DUO-ADVANTAGE	Cisco Duo Advantage edition (formerly Access)	\$68.04	\$46.08	3200 Users for 60 months	32.28%	\$1,088,640.00	\$737,280.00
<b>Comments:</b> 5-year quote, 5 annual payments of \$147,456 each.								
<b>Recurring Annual Charges:</b>								<b>\$179,679.60</b>
<b>Total Recurring Charges:</b>								<b>\$898,398.00</b>
<b>Total:</b>								<b>\$898,398.00</b>
<b>Total (Option 3: 5 Year):</b>							<b>\$1,360,800.00</b>	<b>\$898,398.00</b>

<b>***Any Tax &amp; Freight Charges will be added/amended at time of billing. Sales tax and shipping are estimates and subject to change. VAT Disbursement and International duties are estimates. Clients will be billed back the actuals that are received in.</b>	<b>Total List Price:</b>	<b>\$1,360,800.00</b>
	<b>Sub Total:</b>	<b>\$898,398.00</b>
	<b>Estimated Tax:</b>	<b>\$0.00</b>
	<b>Grand Total:</b>	<b>\$898,398.00</b>

TERMS AND CONDITIONS OF THE REFERENCED CONTRACT SHALL GOVERN THIS QUOTE.  
 QUOTE VALID FOR 30 DAYS

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date



