



GUILFORD COUNTY CONTRACT NO. 90002669
Parent Contract No. 2669

THIS CONTRACT is hereby made, entered into, and effective as of November 01, 2021, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and NCapital, hereinafter referred to as the "CONTRACTOR," and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into a CONTRACT on November 1, 2016, whereby the CONTRACTOR agreed to provide the following goods and/or service(s) to the COUNTY: Hosted VOIP, Unified Messaging and Contact Center Services, and

WHEREAS, the initial Contract was for five (5) year with the option to renew for two (2) additional one (1) year renewals and may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from November 01, 2021, through October 31, 2022, with one (1) remaining option to renew.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

1. CONTRACT TERM. The effective period of this Contract is hereby extended from November 01, 2021, through October 31, 2022, under the same terms and conditions as set forth in the initial contract, as revised. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES AND CHANGES. The Parties hereby agree that the goods and/or services provided by the CONTRACTOR to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties and referenced by Attachment A.

3. PRICING. As full consideration for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract, as applicable.

4. PAYMENT. Payment will be made to the CONTRACTOR by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

5. 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. Gen. Stat. §153A-13.

6. AMENDMENTS. The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

7. TERMINATION.

TERMINATION FOR CONVENIENCE.

Either Party may terminate this Contract without cause or penalty upon serving a Thirty day written notice to the other Party. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE.

If CONTRACTOR fails to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach continues for a period of more than ten (10) days after COUNTY has notified CONTRACTOR of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the CONTRACTOR specifying the effective date thereof. In that event, without limiting COUNTY's remedies for breach, any or all finished and/or unfinished deliverables prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become COUNTY property and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed and accepted on such deliverables, minus any payment or compensation previously made, and subject to any applicable setoff(s).

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 ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to any termination rights that it may have, 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 and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

9. 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.

10. PRIOR AGREEMENTS. All other provisions of the initial Contract and subsequent modifications and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

11. 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.

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This Contract continues with signatures on the following page.)

Guilford County, NC: UC Contract Extension (1 year with Option for 2nd year)



Prepared for:
Hemant Desai
CIO
PO BOX 3427
GREENSBORO, US

Prepared by:
Tommy Coleman
Account Executive - South
7025 Albert Pick Road, Suite 302
NC, United States

Executive Summary

Guilford County ("Customer") hereby extends the contract between NCapital ("Provider") and the Customer titled "Guilford County Contract No. 67229-03/16-013 NWN Corporation". The contract will be extended for a period of 12 months with the start date of the 1st of November 2021 through October 31, 2022 with an option to extend services for an additional year for the period of November 1, 2022 through October 31, 2023.

The current monthly contract amount is \$48,844.75 (less applicable taxes) which, will extend as noted above.

Services

NWN will provide all of the services defined in the contract titled Guilford County Contract No. 67229-03/16-013 NWN Corporation with the addition of the following:

- Experience Management Platform (EMP)
- Discontinuation of support and management services on local survivability Cisco ISR Gateways
- Migration to Cisco Flex licensing including the following:
 - Cisco Emergency Responder
 - Cisco Webex Collaboration App
 - Cisco Video Endpoint Registration
- Cisco Expressway for Mobile and Remote Access (MRA)
- Fax over IP - powered by XMedius outbound for all employees, 10 concurrent channels
- VOIP soft phone integration to MS Teams via native integration for Cisco Jabber or Webex App
- Unlimited local and long distance
- Additional seats for Contact center to 175
- Additional SIP trunks to 478 from 225
- 3300 Telecom DID's
- 2800 VoIP Subscription (Foundation + Messaging)
- 4 Additional Analog device licensing

Client Requirements, Terms and Conditions

All requirements, terms and conditions as defined in the contract titled Guilford County Contract No. 67229-03/16-013 NWN Corporation will continue for this extension period.

Accepted and Agreed by:

Guilford County

NCapital

Signature

Signature

Michael Halford

Name

Name

County Manager

Title

Title

Date

Date