AGREEMENT FOR THE Purchase of information technology

This AGREEMENT is made and entered into as of the date signed by Cabarrus County on the signature page (hereinafter the “EFFECTIVE DATE”) by and between CABARRUS COUNTY, N.C., having principal offices at 65 Church Street S., Concord, N.C. 28025, Post Office Box 707, Concord, N.C. 28026 (hereinafter referred to as “COUNTY”) and:

[insert Supplier Company Name],

having its principal offices at [insert Supplier Company address]

(hereinafter referred to as “SUPPLIER”).

Commencement Date:

End Date:

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SUPPLIER is a merchant engaged in the business of supplying the information technology referenced in Article I of this AGREEMENT, and as more fully described in Exhibit “A”, attached and incorporated in this AGREEMENT (collectively referred to herein as the “PRODUCTS”, whether hardware, software, services, or a combination thereof); and

WHEREAS COUNTY is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations, and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, COUNTY has established this Agreement for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect itself and its citizens from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS COUNTY is prohibited by applicable law from executing the SUPPLIER’s Contract without modification by this Agreement or has otherwise determined it is not in the best interests of its citizens and the public at large to do so without the additional terms and conditions of this Agreement being made a part thereof.

NOW THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, including but not limited to the inducement of COUNTY to enter into the SUPPLIER’s Contract as modified by this Agreement, the parties agree as follows:

**ARTICLE I:**

In exchange for the consideration set forth in this AGREEMENT, SUPPLIER shall sell, deliver, and install at COUNTY’s designated delivery site or location the items as described in Exhibit “A” to this AGREEMENT, on the dates set forth in Exhibit “A” to this AGREEMENT, time is of the essence.

The predominant subject matter of this AGREEMENT is the purchase of goods and certain attendant services provided pursuant to the purchase of PRODUCTS hereunder, information technology goods and services, or nonprofessional services.

IT CONTRACT TERMS AND PROVISIONS: In addition to the General Terms and Conditions hereinbelow which are applicable to this Contract:

1. **CYBER LIABILITY INSURANCE.** Supplier shall maintain cyber liability insurance in the minimum amount of $1,000,000 per occurrence, including third-party coverage for incidents or associated impacts caused directly or indirectly by the third party.

Given the indirect risk to Cabarrus County by entering into an Information Technology related contract with a Supplier, Cabarrus County seeks to only select vendors that are aware of and maintain a healthy overall security posture with regard to public facing technical assets. To measure this, Cabarrus County will pull a Security Score Card Report prior to full execution and approval of the Contract, with quarterly review thereafter. Should the report indicate a rating below seven hundred and twenty (720), Supplier agrees to continually work to improve their rating and to mitigate the risk to Cabarrus County and the following stipulations shall apply:

* 1. **Rating between 820-720.** Cyber Liability insurance coverage shall be $1,000,000 or higher
  2. **Rating between 719-619.** Cyber Liability insurance coverage shall be $2,000,000 or higher.
  3. **Rating between 618-520.** Cyber Liability insurance coverage shall be $3,000,000 or higher.
  4. **Rating between 519-420.** Cyber Liability insurance coverage shall be $4,000,000 or higher
  5. **Rating below 419.** Cyber Liability insurance coverage shall be $5,000,000 or higher

In the event Supplier’s rating decreases during the term of the contract, Supplier shall purchase additional insurance coverage to meet the above requirement and provide a new certificate of insurance to Cabarrus County.

1. **BREACH NOTIFICATION AND ASSOCIATED COSTS.** Where a security breach or unauthorized release, as defined in N.C. Gen. Stat. § 75-61(14), or in any other state or federal regulation, is attributed to Supplier during the term of this Contract, Supplier shall promptly notify Cabarrus County, whether the breach relates to this Contract or not. In the event the security breach relates to this Contract, Supplier shall be responsible for providing notice to every affected person that there has been a security breach following discovery or notification of the breach as required under N.C. Gen. Stat. §75-65. Supplier shall pay for or promptly reimburse Cabarrus County for the full cost of the notifications, including any associated legal fees, either through Supplier’s Cyber Liability insurance Supplier or through their own entity funds.
2. **IP ADDRESS.** Supplier is required to disclose its public facing IP addresses for review by County prior to entering into this contract.
3. **REMEDIATION.** Supplier shall remediate any public facing vulnerabilities within the Supplier’s infrastructure with a CVSSV3 score of higher than 8.5 and close any high-risk network ports related to LDAP-LDAPS, RDP, SQL, and SMB prior to entering into this contract and keep them closed throughout the term of this contract.

**ARTICLE II:**

Following acceptance of each PRODUCT, COUNTY shall pay SUPPLIER the price specified in Exhibit “A” within 45 days of COUNTY’s receipt of an invoice.

All amounts due hereunder are payable in U.S. funds and shall be exclusive of taxes (including, without limitation, any added value, use, sales, tariff, or similar tax). All transactions pursuant to this Agreement shall be considered non-taxable.

If at any time after the EFFECTIVE DATE of this AGREEMENT, SUPPLIER sells or offers to sell to any of its other customers or prospective customers goods that are substantially similar to the PRODUCTS under this AGREEMENT at prices or on terms and conditions more favorable than those in effect hereunder, SUPPLIER shall, within thirty (30) days of such other offer or sale, whichever is earlier, offer COUNTY the same terms in writing, and COUNTY may, within thirty (30) days thereafter, either accept in writing, or decline to accept, all or any portion of any such revised terms. If COUNTY accepts any such revised terms, this AGREEMENT shall be deemed amended accordingly to reflect the revisions that COUNTY accepts, retroactive to the date that SUPPLIER first either sold or offered to sell goods or services substantially similar to the PRODUCTS under this AGREEMENT on more favorable terms. In all other respects, the terms of this AGREEMENT shall apply. COUNTY may select a third-party auditor to conduct once during each contract year and for one year after the termination of this AGREEMENT an audit regarding SUPPLIER’s compliance with this Article II. SUPPLIER agrees to fully cooperate with any such audit and to provide the auditor access to all information the auditor may request.

**ARTICLE III:**

All PRODUCTS shipped by SUPPLIER shall be delivered F.O.B. COUNTY's designated location. SUPPLIER shall be solely responsible for all transportation expenses outside of the transportation or delivery charges agreed to in writing by the COUNTY, and all risk associated with shipping and delivery.

**ARTICLE IV:**

Following delivery of the PRODUCTS ordered, COUNTY shall have a reasonable time to inspect and to reject them if they fail to strictly conform to the specifications of Exhibit “A” of this AGREEMENT, and to revoke its acceptance of them where appropriate under law. With regard to PRODUCTS that are rejected or for which acceptance has been revoked, COUNTY at its option and at the expense and risk of SUPPLIER, may return such PRODUCTS to SUPPLIER or store them pending instructions from SUPPLIER as to their disposal. Payment for PRODUCTS shall not constitute acceptance.

**ARTICLE V:**

SUPPLIER warrants that the title to PRODUCTS sold hereunder to be good and free and clear of all security interests, liens, encumbrances and/or colorable claims, including any claims of patent infringement, copyright or the like.

SUPPLIER warrants that all such PRODUCTS shall be of merchantable quality, free from defects in material, design and workmanship, shall be fit for the particular purposes intended, and shall conform to all specifications, samples, drawings and plans, if any, furnished by COUNTY.

For any services rendered in connection with this AGREEMENT, SUPPLIER warrants that all such services shall be performed in conformity with the highest standards practiced by firms that perform services of a similar nature, at the time and place the services herein are performed, and that SUPPLIER shall use its best efforts in the performance of all services.

**ARTICLE VI, LIMITATION OF LIABILITY:**

IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, LOST REVENUES, OR PUNITIVE DAMAGES ARISING FROM, CONNECTED WITH OR RELATING TO THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The parties agree that the SUPPLIER will repair or replace, at the SUPPLIER’s option, any defective part in the PRODUCT for a period of one hundred eighty (180) days from the date of delivery. This remedy is intended to be the sole and exclusive remedy of the COUNTY under this AGREEMENT. Should this sole and exclusive remedy fail of its essential purpose, however, the SUPPLIER will return the purchase price to the COUNTY minus the reasonable value of the COUNTY’S use of the PRODUCT.

**ARTICLE VII, CONFIDENTIALITY:**

SUPPLIER shall keep confidential and agrees not to disclose, divulge or reveal any confidential or proprietary information received from COUNTY hereunder ("Confidential Information") to third parties without the prior written approval of COUNTY. For purposes of this Agreement, Confidential Information, if in tangible or readable form, shall be marked or designated as such at the time of disclosure and if transmitted orally, shall be designated as confidential prior to disclosure. The parties agree that the COUNTY is a government entity, and many of the COUNTY’s records including this Agreement are therefore public record, however, the COUNTY also holds and must safeguard many items containing PII (Personally Identifiable Information) for employees, customers and constituents, as well as some medical records for employees, customers and constituents which may be governed by HIPAA (The Health Insurance Portability and Accountability Act of 1996). If, while executing its duties under this Agreement the SUPPLIER views or accesses such information, whether as part of the Agreement and intentional, or accidental, or due to malfeasance on the part of the SUPPLIER’s employees, agents or assigns, the SUPPLIER will keep such information secure and indemnify and hold harmless the COUNTY from any of the COUNTY’s loss or liability as a result.

SUPPLIER shall carry out its obligations hereunder using the same degree of care that it uses in protecting its own confidential information, but at least a commercially reasonable degree of care. If applicable to the goods or services (such as computer hardware, computer programming, and software) being provided here, the COUNTY may demand proof of cyberliability or cybercrime insurance from the SUPPLIER.

**ARTICLE VIII, GOVERNMENTAL LAWS:**

SUPPLIER agrees to comply with all pertinent federal, state, municipal and local laws, regulations, ordinances and codes of any governmental authority having jurisdiction over the execution of this Agreement, and over the goods and services to be delivered hereunder.

**ARTICLE IX, NO ASSIGNMENT:**

Any attempt by SUPPLIER to assign its rights or to delegate its obligations under this AGREEMENT without the prior written consent of COUNTY shall be null and void. Subject to the foregoing, this AGREEMENT shall be binding upon the successors and assigns of the SUPPLIER.

**ARTICLE X, VENUE AND CHOICE OF LAWS:**

Any and all matters of dispute between the parties to this AGREEMENT, whether arising from the agreement itself or arising from alleged extra contractual facts prior to, during or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, with venue in Cabarrus County, regardless of the legal theory upon which such matter is asserted.

The parties hereto further agree that nonbinding mediation with a qualified, neutral, third-party mediator with regards to any dispute that arises from this Agreement must be initiated and completed prior to the filing of any action in any court of law by either party. The cost of said mediation shall be equally divided and appropriated between the parties.

**ARTICLE XI, INTEGRATION:**

The parties intend this AGREEMENT to constitute the complete, exclusive and fully integrated statement of their agreement. As such, it is the sole repository of their agreement and they are not bound by any other agreements, promises, representations, or writings of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented, explained or interpreted by any evidence of trade usage or course of dealing.

To that end, any contract, standard contract, or contractual terms that the SUPPLIER requests to use in this Agreement between the parties is attached hereto and incorporated fully herein by reference. However, the parties agree that this Agreement and these terms shall take precedence, be superior to, and override the SUPPLIER’s terms if there is any conflict or discrepancy between the documents. Any conflict between the terms of this Agreement and the other document(s) shall be resolved in favor of the COUNTY.

**ARTICLE XII, REPRESENTATION:**

COUNTY’s Designated Representative for the administration of this AGREEMENT including forwarding and receipt of all correspondence, notices and other communications is:

Name:

Notice Address: P.O. Box 707, Concord, N.C. 28026

Telephone:

E-mail:

During the term of this AGREEMENT, SUPPLIER’s designated representative for the administration of this AGREEMENT including forwarding and receipt of all correspondence, notices and communications is:

Name:

Notice Address:

Telephone:

E-mail:

All notices required under this AGREEMENT shall be in writing. Any notice given or made in accordance with this ARTICLE shall be given or made and received on the date of hand-delivery, E-mail, or on the day received by a nationally recognized courier, as the case may be. Either party may, from time to time by notice in writing pursuant to the terms hereof, change its address or its designated representative for the administration of this AGREEMENT, and for this purpose the notice shall be furnished by an authorized representative of that party.

**ARTICLE XIII, WAIVER:**

Either party’s waiver of any condition or breach by the other party of any of the provisions of the AGREEMENT shall not constitute a waiver of any other condition or breach of the same or any other provision.

**ARTICLE XIV, OTHER IMPORTANT TERMS AND CONDITIONS:**

Sole Source Exception: N.C.G.S. Ch. 143, Article 8 requires formal bidding for acquisitions over certain dollar limits. N.C.G.S. 143-129(e)(6) permits an exception to the requirements of Article 8 for purchases of apparatus, supplies, materials, or equipment if one of the below conditions are met. If these conditions are met for and applicable to this AGREEMENT, they shall be documented and attached as an addendum to this AGREEMENT:

1. performance or price competition for a product are not available;
2. a needed product is available from only one source of supply; or
3. standardization or compatibility is the overriding consideration.

Public Records & Confidentiality: County is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, County shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by County in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws. This contract will not be publicized or otherwise distributed to third parties in order to preserve the confidentiality of the vendor’s contractual obligations but if required as part of a Freedom of Information Act or public records request, will be provided in accordance with North Carolina Public Records Law.

Limitation on Contractual Authority: Only the County Board of Commissioners, the County Manager, or another agent specifically designated in writing by either to exercise their respective authority related to the Contract shall be authorized to enter into, modify, or otherwise bind the County to the Contract in any way. Any such action shall be taken only by the signed written consent thereof, and no party shall rely upon any verbal communications, or otherwise upon the authority of any other agent of the County in lieu thereof. This provision shall apply to prevent any inadvertent or passive modifications to the terms of the Contract through communications between the parties as may otherwise be allowed by law, including but not limited to any such provisions of the North Carolina Uniform Commercial Code, if applicable.

Sovereign Immunity: The County does not waive any defenses of governmental/sovereign immunity which are available to the County under North Carolina law and specifically reserves all such rights to defend any claims against the County as allowable by North Carolina law.

Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered: Payment (partial or otherwise) for any physical goods or materials to be provided to the County pursuant to the Contract, shall not be due or owed by the County until after actual delivery and acceptance of any such physical items.

E-Verify Certification: At all times during performance of the Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by County.

Iran Divestment Act Certification: All parties executing this Contract thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to Article 6A of the Iran Divestment Act, nor shall they utilize any subsupplier in the performance of the Contract that is identified upon said list.

Divestment from Companies that Boycott Israel: All parties hereby certify that they are not on the North Carolina State Treasurer’s list, prepared pursuant to NCGS 147-86.80 et. seq., of companies engaged in a boycott of Israel, and that they will not utilize in the representation of the County pursuant to this Contract any firm on said list.

Constitutional Limitation on County Indemnification: The parties acknowledge and understand that an unlimited indemnification by County constitutes a violation of the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications given by County to any party under the Contract shall be deemed to be given only to the extent allowed by law.

Contingent Funding/Non-Appropriations Clause: All financial obligations of the County under the Contract are dependent upon, and subject to, the continuing allocation of funds by the County Board of Commissioners for such purpose. The Contract shall automatically terminate if such funds cease to be allocated or available for any reason.

Not to Exceed (NTE) Cap: Unless otherwise approved in writing by County, the total amount of compensation payable by County to all parties under the Contract during each fiscal year of County (running from July 1 to June 30 of the following calendar year) shall not exceed the amount appropriated for the then-current fiscal year, if the performance of this Contract spans more than one County fiscal year.

Pre-audit & Purchasing Policy Notices**:** Per N.C.G.S. § 159-28 no contract with a local government requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. The Contract must contain a Pre-audit Certificate signed by the County Finance Officer or their Deputy which shall take the substantially the following form “This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.” Failure to obtain a pre-audit upon the Contract makes the contract invalid and unenforceable per state law.

Insolvency of Supplier: If Supplier shall become bankrupt or insolvent during the term of this Agreement or is unable to meet its obligations as they become due, Supplier shall be deemed to have breached this Agreement, and the County may terminate this Agreement by serving written notice of termination. Such termination shall not affect any claim for damages available to the County and shall be in addition to any other remedies that may be available to the County.

Construction & Headings: No rule of construction shall apply against any party as the drafter of the Contract which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only and shall not be deemed to affect the meaning or interpretation of the Contract terms and conditions.

Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.

Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.

Signature Warranty: Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the state of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.

Waiver of Consequential/Punitive Damages: Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorneys’ fees associated therewith shall be recoverable by such a prevailing party.

Savings Provision: County shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within thirty days (30) days written notice thereof by the party alleging such default. If County cures any default within that period, no breach of the Contract shall be deemed to have occurred.

Electronic and/or Duplicate Execution & Order of Execution: The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with County shall execute the Contract first and deliver a fully signed copy thereof (preferably via electronic form) to the County for its counter-execution and delivery of a fully signed copy to all parties.

Force Majeure: Neither party shall be liable for any failure to accept or make deliveries of any supply, materials or equipment or any personal services which is the result of any interruptions of or delays in transportation, or any other similar circumstance beyond the control of the parties, OR from any other causes beyond the reasonable control of the parties, including, but not limited to : acts of God; strikes or other labor disturbances; acts of terrorism; riots; epidemics and/or pandemics; floods; fires; unusual severe weather conditions; accidents; government actions of state of emergencies declarations; or any other conditions which are outside of the control of the parties hereto.

Criminal and Sex Offender background checks required: The Supplier shall not allow any employees or agents to enter onto County owned property who have not passed appropriate criminal and sex offender background checks.

Default: In the case of default by the Supplier, the County may procure the articles or services from other sources and hold the Supplier responsible for any excess cost occasioned thereby. Cabarrus County reserves the right to require performance bond or other acceptable alternative guarantees from Suppliers without expense to the County, as allowed by law.

Bid Rigging: The Supplier represents and warrants that no bid or any other proposal, related to this Contract, was made in connection with any competing Supplier who submitted a separate bid or proposal to the County for this specific project, and that this Contract is in all respects fair and without collusion or fraud.

Employment Laws: The Supplier shall comply with all federal and state requirements concerning fair employment, employment of people with disabilities, and treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

Independent Supplier: The Supplier shall operate as an independent Supplier, and the County shall not be responsible for any of the Supplier’s acts or omissions. The Supplier, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers’ compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Supplier or the employees of the Supplier. The Supplier is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Supplier shall comply with the North Carolina Workers’ Compensation Act and shall ensure that its subcontractors also comply. The Supplier shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Supplier has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Supplier for any expenses paid or incurred by the Supplier unless otherwise agreed in writing. The Supplier shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

Indemnification: The Supplier shall hold and save Cabarrus County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Supplier in the performance of this Contract and that are attributable to the negligence or intentionally tortuous acts of the Supplier provided that the Supplier is notified in writing within 30 days that the County has knowledge of such claims. The Supplier represents and warrants that it shall make no claim of any kind or nature against Cabarrus County’s agents who are involved in the delivery or processing of Supplier goods to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

Insurance: The Supplier shall maintain and provide proof of, at its sole expense, insurance coverage as required by the Cabarrus County Risk Manager. As a minimum, the Supplier shall provide and maintain the following coverage and limits:

* 1. Workers’ Compensation – The Supplier shall provide and maintain Workers’ Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of One-Hundred and Fifty Thousand Dollars ($150,000.00), covering all employees of Supplier engaged in any work under the Contract. If any work is sublet, the Supplier shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract and shall require subcontractor to provide written proof of said coverage, for inspection by the County, if requested.
  2. Commercial General Liability - Supplier shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent Suppliers, property damage liability, bodily injury liability, and personal injury liability with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, and One Million Dollars ($1,000,000.00) annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.
  3. Automobile Insurance Coverage - At all times while the Supplier’s representatives are conducting on-site work, the Supplier shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.
  4. General Insurance Requirements:
     1. Prior to beginning the work, Supplier shall provide written evidence of insurance as requested by the County to confirm that these insurance requirements are satisfied. Supplier shall provide certificates of insurance to the County as evidence of the required coverage. Supplier agrees to provide complete copies of policies if requested. Either the failure of Supplier to provide timely evidence of insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Supplier’s delaying performance, which shall entitle the County to all appropriate remedies under the law including termination of the Contract.quirements require subcontractor to provide written proof of said coverage, for inspection by the
     2. Cabarrus County shall be named as an additional insured under Supplier’s automobile and general liability insurance. In the event of a loss arising out of , or relating to the Supplier’s services performed under this Agreement, Supplier’s Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the “other insurance” provisions may read.
     3. The workers compensation policy as required herein must contain a waiver of subrogation in favor of the County.
     4. Supplier shall be responsible for insuring all of his/her own personal property, improvements, and betterments.
     5. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of thirty (30) days written notice to the County of any material change in coverage, cancellation, or non-renewal.
     6. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the State of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.

County Property: Supplier agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Supplier under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

In Witness whereof, the parties have executed this Contract through their respective duly authorized agents or officers.

CABARRUS COUNTY: SUPPLIER :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name) (Name)

(Signature) (Signature)

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title

ATTEST BY: ATTEST BY:

(Clerk to the Board if signed by Board) Title

Date: Date:

APPROVED BY COUNTY FINANCE OFFICER

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

County Finance Director

# Exhibit A

[Insert or attach description describing the Information Technology to be provided, known as the “Products”]

[Insert or attach dates of delivery/installation of Products]

[Insert or attach price of Products]

[Insert or attach specifications that Products must conform to]

[Attach Supplier Contract]