

CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: Nighthawk Security & Consulting

VENDOR # 10-17644

ADDRESS/CITY/ST/ZIP: P.O. Box 30099 Raleigh, NC 27622

TYPE OF CONTRACT: New Renewal Amendment Services Goods Consulting Construction Lease Other

DESCRIPTION/SCOPE OF WORK: Security Services for the November 3, 2020 Election at Voting Sites

CONTRACT AMT: \$80,193.40 **CONTRACT PERIOD:** 08/15/2020 – 06/30/2021 **RFP/HFB/RFO#:** N/A

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

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4170210000	5200160100			\$80,193.40		Security services for voting sites
2								
3								

COUNTY ATTORNEY

COMMENTS:

Contract requires Risk Management approval? YES NO

RISK MANAGER Signature: _____ Date: _____

Contract requires BOCC approval? YES NO Date of BOCC Approval: _____

Reviewing Attorney: _____ Date: _____

INITIATING DEPARTMENT

By: _____ Date: _____

BUDGET *(Required only for Business Area 9800)*

By: _____ Date: _____

COUNTY MANAGER

By: _____ Date: _____

CHIEF FINANCIAL OFFICER *Pre-audit Certification Completed: Yes No*

CLERK TO THE BOARD

By: _____ Date: _____

PURCHASING

By: _____ Date: _____

IT DEPT *(IT Related Contracts)*

By: _____ Date: _____

Purchasing Comments:

FUNDS RES DOC ID# _____

THIS CONTRACT AMENDMENT is made and entered into this 15th day of August 2020 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “County”) and **Nighthawk Security and Consulting, LLC** (hereinafter referred to as “Contractor”).

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated February 10, 2020, for the provision of providing security services at one-stop sites for the November 3, 2020 General Election, (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through 06/30/2021.
2. The compensation paid to Contractor shall be an amount not to exceed \$ 80,193.40.
3. **INDEMNIFICATION.** To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR’s performance during the execution of this Contract.
4. **SECURITY BACKGROUND CHECKS.** The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

- 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

CONTRACTOR

By: _____

By: Denise M. Martin

Print Name/Title: _____

Print Name/Title: Denise M. Martin / CEO

Date of Signature: _____

Date of Signature: Aug 12, 2020

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

Baker, Brenda

Willie's approval.

From: Darby, Willie S.
Sent: Wednesday, August 12, 2020 11:42 AM
To: Baker, Brenda
Subject: RE: BOE - Nighthawk Contract

Hi Brenda:
The Nighthawk Security Amendment and the COI are hereby approved as to form.
Thanks,
Willie

From: Baker, Brenda <bwcbaker@dconc.gov>
Sent: Wednesday, August 12, 2020 11:32 AM
To: Darby, Willie S. <wdarby@dconc.gov>
Subject: BOE - Nighthawk Contract

Hi Willie,

Please see the attached contract between BOE and Nighthawk. We are using the standard Durham County Contract and the vendor had no changes. Looking for your approval. COI is also attached.

Thank you,

Brenda C. Baker
Deputy Director of Elections



DURHAM COUNTY
Board of Elections

Durham County Board of Elections
Physical address: 201 N. Roxboro Street, Durham, NC 27701
Mailing address: PO Box 868, Durham, NC 27702
Phone: (919) 560-0690
Fax: (919) 560-0688
www.dcovotes.com

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SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **County of Durham** (“County”), and **Nighthawk Security & Consulting** (“Contractor”), which contract is dated August 15, 2020. Contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

I. Background/Purpose: *(Why - Provide a brief description of the services being procured.)*

The purpose of this contract is for Nighthawk Security & Consulting, LLC to provide the Board of Elections with security services identified with Night Hawk Security Proposal dated August 5, 2020 at One-Stop Sites for the November 3, 2020 General Election.

II. References: *(Identify/attach additional documents relevant to this contract, i.e., quotes, proposals, etc.)*

The following documents are incorporated herein by reference to them:

Quote is attached.

III. Work/Requirements: *(What/Where - Be as detailed as possible in describing the work.)*

Nighthawk security officers will:

- Open and close one-stop facilities for site coordinators as necessary
 - Library locations
 - CJRC
- Remain on-site at assigned facility during scheduled hours to ensure a safe and peaceful environment
- Patrol inside the voting enclosure to ensure a safe and peaceful environment
- Patrol the parking lot to ensure a safe and peaceful environment
- Assist with traffic flow as instructed by the Board of Elections
- Communicate with One-Stop site coordinators as needed
- Communicate with BOE staff (Derek Bowens, Brenda Baker, David Beuttel)
- Contact Derek Bowens directly if there is a need to report a disturbance
- Follow COVID protocol as set forth by Nighthawk and the Board of Elections

IV. Schedules/Timelines: *(When – Provide a timetable to complete the work and any phases and/or deadlines.)*

A document is attached with locations, dates and times where officers will report to.

V. Transmittal/Delivery/Accessibility: *(How - Describe delivery methods for reports or deliverables. Include contact information of department procuring the services. Describe if County property is to be provided or access to the property, and how that will be handled, i.e. keys, holidays, security measures.)*

Officers are requested to be on-site no later than the scheduled start time. It is pertinent for officers to be on-time when opening facilities as precinct officials must be in the facility an hour before the start of voting in order to prepare for the day.

For locations such as Durham County Libraries, officers will need to attend a 1-hour training to pick-up keys and to learn how to open the main door to the facility. One-stop site coordinators will have keys to the voting enclosure.

VI. Payment: *(Include Rate of payment, Time for payments and Methods of payment.)*

Payments will be made to Nighthawk via funds reservation as invoices are received.

Night Hawk Security and Consulting



P.O. Box 30099
Raleigh, NC 27622

Phone: (919) 882-2040

Quote.

August 5, 2020

Brenda C. Baker
Deputy Director of Elections
Durham County Board of Elections
201 N. Roxboro Street, Durham, NC 27701

Subject: Security Services for the Durham County Board of Elections

Dear Brenda:

Night Hawk Security and Consulting, LLC (Night Hawk) is a privately held Minority and Woman-owned Business with its corporate headquarters located in Raleigh, North Carolina and employees working in Durham, Orange and Wake Counties. Night Hawk is currently certified as a North Carolina Historically Underutilized Business (HUB) and a Disadvantage Business Enterprise (DBE) with State of North Carolina Department of Transportation.

Night Hawk specializes in physical security services, armed and unarmed security officers, training, consulting, and project management services for businesses, corporations, and government agencies.

The Board of Elections is requesting to have 14 one-stop locations that will require Night Hawk to provide security personnel, as listed below. The following services are being requested:

- Monitoring the interior and exterior of the voting place
- Assisting with traffic flow and monitoring
- Enforcing social distancing requirements
- Assisting election officials with the enforcement of the election law as instructed by lead official

Night Hawk Security and Consulting, LLC is pleased to offer this cost proposal to provide security officer services at the Durham County Board of Election locations. The requested services will be rendered daily from **October 15, 2020 through October 31, 2020** as follows:

Partial coverage – 1 Officer 9:00 -5:00 p.m. Daily:

One Security Officer 8 hours per day, 7 days a week at 6 Locations

Locations	Officer Pay Rate	Bill Rate	Overtime Rate	Total Hours	Total Amount
Mt Sylvan	\$15.00	\$22.37	\$33.55	128	\$2863.36

Duke	\$15.00	\$22.37	\$33.55	128	\$2863.36
NCCU	\$15.00	\$22.37	\$33.55	128	\$2863.36
The River	\$15.00	\$22.37	\$33.55	128	\$2863.36
Hope Valley Baptist	\$15.00	\$22.37	\$33.55	128	\$2863.36
Greater Emmanuel	\$15.00	\$22.37	\$33.55	128	\$2863.36
Subtotal Cost				768	\$17,180.16

Full coverage – 2 Officers (Open to Close)

An hour prior to opening and an hour after closing

Day of Week	Arrival Time	Leave Time
Monday-Friday	7:00 a.m.	8:30 p.m.
Saturdays	7:00 a.m.	8:30 p.m.
Sundays	1:00 p.m.	8:30 p.m.

Two Security Officers working 13.5 hours per day for 14 days and 2 days at 7.5 hours for 16 days at 5 Locations

Locations	Officer Pay Rate	Bill Rate	Overtime Rate	Total Hours	Total Amount
Main Library	\$15.00	\$22.37	\$33.55	408	\$9,126.96
South Library	\$15.00	\$22.37	\$33.55	408	\$9,126.96
North Library	\$15.00	\$22.37	\$33.55	408	\$9,126.96
East Library	\$15.00	\$22.37	\$33.55	408	\$9,126.96
Eno River	\$15.00	\$22.37	\$33.55	408	\$9,126.96
Subtotal Cost				2040	\$45,634.80

Full Day – 1 Officer

An hour prior to opening and an hour after closing

Day of Week	Arrival Time	Leave Time
Monday-Friday	7:00 a.m.	8:30 p.m.
Saturdays	7:00 a.m.	8:30 p.m.
Sundays	1:00 p.m.	8:30 p.m.

One Security Officer working 13.5 hours per day for 14 days and 2 days at 7.5 hours for 16 days at 5 Locations

Locations	Officer Pay Rate	Bill Rate	Overtime Rate	Total Hours	Total Amount
Southern High	\$15.00	\$22.37	\$33.55	204	\$4,563.48
Durham Tech Main	\$15.00	\$22.37	\$33.55	204	\$4,563.48
CJRC	\$15.00	\$22.37	\$33.55	204	\$4,563.48
Subtotal Cost				612	\$13,690.44

Due to the large number of officers requested for this project (at least 35), Night Hawk requires the addition of a supervisor. The supervisor will start work on this project two weeks prior to the start date to ensure that officers are interviewed, mobilized, trained, and to manage security officer scheduling. The fee for this position is outlined below:

Locations	Officer Pay Rate	Bill Rate	Overtime Rate	Total Hours	Total Amount
Supervisor	\$17.00	\$23.05	\$0	160	\$3,688.00
Subtotal Cost				160	\$3,688.00

Total Hours/ Cost				3580	\$80193.40
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Overtime

Overtime will be permitted on a limited basis to cover all shifts. Night Hawk will work to provide enough individuals to allow for split shifts to limit overtime compensation. If overtime is needed, Night Hawk will work to limit overtime hours to 10 hours per person during the workweek, limiting officers to 50 hours work week. Night Hawk will pay overtime to those officers that work more than 40 hours in a work week.

COVID-19 - Night Hawk is required by law to implement these COVID-19 Requirements

For all employees that work under this contract and either contact the virus or be required to quarantine as a result of contact tracing related to coming in contact with COVID-19 voters, the following **Families First Coronavirus Response Act shall apply.** .

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19. The Department of Labor's (Department) Wage and Hour Division (WHD) administers and enforces the new law's paid leave requirements. These provisions will apply from the effective date through December 31, 2020.

Generally, the Act provides that employees of covered employers are eligible for:

- *Two weeks (up to 80 hours) of paid sick leave at the employee's regular rate of pay where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; or*

Qualifying Reasons for Leave:

Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.

2. has been advised by a health care provider to self-quarantine related to COVID-19.
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

Durham County Board of Elections will be invoiced for 80 hours times the employee bill rate to cover the employees pay as outlined above.

INVOICES

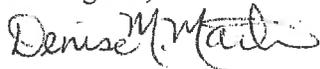
Invoices shall be payable 15 days from the date of invoice and shall be deemed overdue if the invoices remain unpaid thereafter.

WITHDRAWAL

Night Hawk reserves the right to withdraw this proposal after 60 days from the issuance date of this proposal.

If you should have any questions regarding this cost proposal, please do not hesitate to contact me.

Best regards,



Denise Martin

President

Night Hawk Security and Consulting, LLC