

DOCUSIGN

**INTERNAL CONTRACT REQUISITION FORM**CONTRACTOR/VENDOR NAME: H3 Cleaning Solutions VENDOR # 1000021055

CONTRACTOR NAME &amp; E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

Bradley Richardson info@h3cleaningsolutions.com  
 Print Name E-Mail Address

TYPE OF CONTRACT: New ☒ Renewal ☐ Amendment ☐ Services ☒ Goods ☐ Consulting ☐ Construction ☐ Lease ☐ Other ☐SCOPE OF WORK: RFP 25-043, Janitorial Services at Various County FacilitiesCONTRACT AMT: \$413,502.03 CONTRACT TERM: July 1<sup>st</sup>, 2025 – June 30<sup>th</sup>, 2026 RFP/IFB/RFO#: 25-043FUNDING SOURCE/TITLE: County ☒ State ☐ Federal ☐ Title/Name of Grant Funds \_\_\_\_\_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	4190520000	5200160100			0026 for all	\$227,808.00		Admin I & II
2	1001010000	4190520051	5200160100				\$170,506.83		Main Library
3	1001010000	4190520041	5200160100				\$15,187.20		Judicial Annex

RISK MANAGER Contract Requires Risk Management Review/Approval? YES ☒ NO ☐

COUNTY ATTORNEY

Signature: see attached Date: \_\_\_\_\_Reviewing Attorney: see attached Date: \_\_\_\_\_Contract Requires BOCC Approval? YES ☒ NO ☐ Date of BOCC Approval: 7.28.2025

REQUISITIONER Signed by:

DocuSign E-Signature: Ian Conroy Date: 8/7/2025 | 8:21 AM EDTPrint Name/E-Mail: Ian Conroy iconroy@dcconc.gov

PURCHASING MANAGER

DocuSign E-Signature: Jonathan Hawley Date: 8/6/2025 | 5:15 PM EDT

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: Motiryo Keambiroiro Date: 8/8/2025 | 9:44 AM EDTPrint Name/Title: Motiryo Keambiroiro, Director of General ServicesE-Mail Address: mkeambiroiro@dcconc.gov

CHIEF FINANCIAL OFFICER

DocuSign E-Signature: Crystally Wright Date: 8/11/2025 | 8:46 AM EDT

DocuSign E-Signature

COUNTY MANAGER

DocuSign E-Signature: Claudia O. Hager Date: 8/15/2025 | 10:44 AM EDT

DocuSign E-Signature

**Additional Comments/Instructions by Department:**

County Representative:

Name: Manny Badillo

Phone Number: (919) 560-0430

Email: mbadillo@dcconc.gov

CLERK TO THE BOARD

FUNDS RESERVATION# \_\_\_\_\_

Purchasing Comments:

DocuSign E-Signature \_\_\_\_\_ Date: \_\_\_\_\_

IS&amp;T DEPT

DocuSign E-Signature \_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature



**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 2600000142

### General Data

Company code	DCNC	Document date	08/01/2025
		Posting date	08/01/2025

### More Data

Text SERVICE CONTRACT 07/01/25 - 06/30/26 RFP 25-043

Overall Amount	413,502.03 USD
To Approve	0.00 USD

### Document item 001

Text JANITORIAL SERVICES AT ADMIN I & II

Fund	1001010000	Funds center	4190520000
Cost Center	4190520000	G/L account	5200160100
Vendor	1000021055	Vendor Name	H3 CLEANING SOLUTIONS
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	

Amount	227,808.00 USD
Open amount	227,808.00 USD
To approve	0.00 USD

### Document item 002

Text JANITORIAL SERVICES AT MAIN LIBRARY

Fund	1001010000	Funds center	4190520000
Cost Center	4190520051	G/L account	5200160100
Vendor	1000021055	Vendor Name	H3 CLEANING SOLUTIONS
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	

Amount	170,506.83 USD
Open amount	170,506.83 USD
To approve	0.00 USD

### Document item 003

Text JANITORIAL SERVICES AT JUDICIAL ANNEX

PURCHASING OFFICER  
CHIEF FINANCIAL OFFICER



## 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 2600000142

### General Data

Company code	DCNC	Document date	08/01/2025
		Posting date	08/01/2025

### More Data

Text SERVICE CONTRACT 07/01/25 - 06/30/26 RFP 25-043

Overall Amount	413,502.03 USD
To Approve	0.00 USD

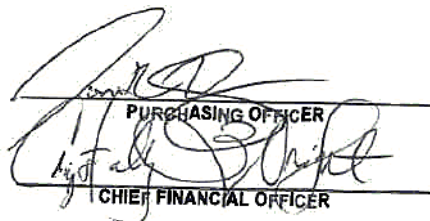
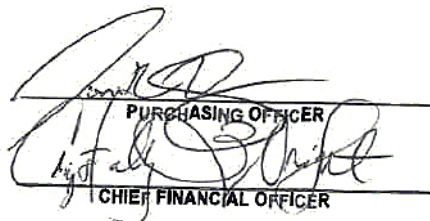
Fund	1001010000	Funds center	4190520000
Cost Center	4190520041	G/L account	5200160100
Vendor	1000021055	Vendor Name	H3 CLEANING SOLUTIONS
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	15,187.20 USD		
Open amount	15,187.20 USD		
To approve	0.00 USD		

### Document item 004

Text JANITORIAL SERVICES AT SPECIAL SERVICES

REMOVE LINE 04 DUE TO \$4,000 WAS NOT APPROVED BY BOCC. TOTAL CONTRACT AMOUNT IS \$413,502.03. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. EFF 08/04/25

Fund	1001010000	Funds center	4190520000
Cost Center	4190520000	G/L account	5200160100
Vendor	1000021055	Vendor Name	H3 CLEANING SOLUTIONS
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	0.00 USD		
Open amount	0.00 USD		
To approve	0.00 USD		

  
PURCHASING OFFICER  
  
CHIEF FINANCIAL OFFICER



North Carolina  
Durham County

**CERTIFICATION**

I, Macio Carlton, the duly appointed and qualified Deputy Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

The Board of County Commissioners authorized the County Manager to enter into service contracts with H3 Cleaning Solutions in the amounts of \$413,502.03 for fiscal year 2025-2026, with the option to renew annually for additional 4 fiscal years.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 28<sup>th</sup> day of July 2025.

(SEAL)



MACIO CARLTON

Deputy Clerk to the Board of County Commissioners

**25-0382**

**Award Contract for Janitorial Services RFP NO. 25-043 to H3 Cleaning Solutions in the amount of \$413,502.03 for janitorial services at Administration I, Administration II, Main Library, Judicial Annex, for fiscal year 2025-2026.**

**Agenda Text:**

The Board is requested to authorize the County Manager to enter into an annual contract with H3 Cleaning Solutions to provide janitorial services at the Durham County Administration I, Administration II, Main Library, Judicial Annex in the amount of \$413,502.03 for fiscal year 2025-2026, with the option to renew annually. Funding is available in the current FY 2025-26 budget.

The regular 12-month contract term (July 1 - June 30), contract total will be \$413,502.03

On April 1, 2025, a Request for Proposals (RFP NO. 25-043) for Janitorial Services was advertised on the eBid system. A site visit of the new facility to receive janitorial services was conducted April 14-17th, 2025 for interested bidders. Nineteen (19) bidders responded on May 8, 2025. An evaluation committee made up of Six (6) Durham County employees reviewed proposals and convened them on June 18, 2025 for recommendation discussions. The final recommendation is presented above.

**Alignment with Strategic Plan:** Goal 2-Health and Well-being for All: Improve the quality of life through preventive, behavioral and physical care services. Reduce barriers to access services.

**Resource Persons:** Ian Conroy, General Services Quality Control & Contract Specialist; Manny Badillo, Custodian Supervisor; Shawn Davis, General Services Assistant Director; Motiryo Keambiroiro, General Services Director

**County Manager's Recommendation:** The County Manager recommends that the Board authorize the County Manager to enter into service contracts with H3 Cleaning Solutions in the amounts of \$413,502.03 for fiscal year 2025-2026, with the option to renew annually for additional 4 fiscal years.

**Attachments:**

[H3 AAF Supplemental Document - Contract Approval](#)

[Janitorial Services Bid Proposal Template \(FY 25-26\)](#)

[RFP- 25-043 JANITORIAL SERVICES FINAL](#)

[RFP 25-043 Bid Tibulation Janitorial Services](#)

**25-0383**

**Award Contract for Janitorial Services RFP NO. 25-043 to Joy Cleaning Service LLC in the amount of \$314,400.00 for janitorial services at Health and Human Services Building, for fiscal year 2025-2026.**

**Agenda Text:**

The Board is requested to authorize the County Manager to enter into an annual contract with Joy Cleaning Service LLC to provide janitorial services at the Durham County Health and Human Services Building in the amount of \$314,400.00 for fiscal



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
07/10/2025

**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.**

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 844-357-0403 <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> contact@hiscox.com <b>PRODUCER CUSTOMER ID:</b> <div style="text-align: right; margin-top: 10px;"> <b>INSURER(S) AFFORDING COVERAGE</b>      <b>NAIC #</b> </div>
<b>INSURED</b> H3 Cleaning Solutions 109 Hay St, Suite 202 Fayetteville, NC 28301	<b>INSURER A:</b> Hiscox Insurance Company Inc.      10200 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input type="checkbox"/>	PROPERTY	P100.251.995.5	05/07/2025	05/07/2026	<input checked="" type="checkbox"/> BUILDING	\$
	<input type="checkbox"/>	CAUSES OF LOSS				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 5,000
	<input type="checkbox"/>	BASIC				<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/>	BROAD				<input type="checkbox"/> EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/>	SPECIAL				<input type="checkbox"/> RENTAL VALUE	\$
	<input type="checkbox"/>	EARTHQUAKE				<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/>	WIND				<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/>	FLOOD				<input type="checkbox"/> BLANKET BLDG & PP	\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY				\$
	<input type="checkbox"/>	CAUSES OF LOSS					\$
	<input type="checkbox"/>	NAMED PERILS	POLICY NUMBER				\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>	CRIME					\$
	<input type="checkbox"/>	TYPE OF POLICY					\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>						\$

**SPECIAL CONDITIONS / OTHER COVERAGES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

DURHAM COUNTY  
 310 S. Dillard St.  
 Durham, NC 27701

**CANCELLATION**

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

*Mary Boyd*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2025

**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 rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (888) 202-3007 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> contact@hiscox.com														
<b>INSURED</b> H3 Cleaning Solutions 109 Hay St, Suite 202 Fayetteville, NC 28301	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hiscox Insurance Company Inc	10200	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	P100.251.995.5	05/07/2025	05/07/2026	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

DURHAM COUNTY 310 S. Dillard St. 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 
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July 11, 2025

Account Policy Information:

Agency Name	NUTMEG INS AGENCY INC/PHS
Agency Code	76210840

Recipient Information  
H3 CLEANING SOLUTIONS INC  
109 HAY ST STE 202  
FAYETTEVILLE NC 28301

SUMMARY OF INSURANCE

Account Policy Recap	Policy Number	Policy Term	Premium
Worker's Compensation Trumbull Insurance Company	76 WEG BU2XZA	07/11/2025 to 07/11/2026	\$1,656



Summary of Insurance (Continued)

Worker’s Compensation Summary of Insurance  
with  
Trumbull Insurance Company  
A member company of The Hartford  
07/11/2025 - 07/11/2026

Policy Detail: Worker’s Compensation  
Policy States: NC

Location 1 Premises Address:  
109 HAY ST STE 202  
FAYETTEVILLE NC 28301-6107

Worker’s Compensation Coverages:

Employer’s Liability Limits	Limit
Disease - Policy Limit	\$1,000,000
Bodily Injury – Accident	\$1,000,000
Disease - Each Employee	\$1,000,000

Class/Payroll Detail	Class Description	Class Code	Payroll
Location 1 - NC	JANITORIAL SERVICES BY CONTRACTORS - NO WINDOW CLEANING ABOVE GROUND LEVEL & DRIVERS	9014	\$70,000

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.

**NORTH CAROLINA  
DURHAM COUNTY**

**SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into this the **1st** day of **July, 2025**, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and **H3 Cleaning Solutions** a Corporation, Limited Liability Company, Individual, or other Entity duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. In the case of a conflict between this base contract and any attachment, the terms of this base contract shall control. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure full compliance with the terms of this contract. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **July 1<sup>st</sup>, 2025**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from **July 1<sup>st</sup>, 2025** to **June 30, 2026** unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.**

**3a.** CONTRACTOR shall receive from COUNTY an amount not to exceed **Four Hundred Thirteen Thousand Five Hundred Two AND 03/100 Dollars (\$413,502.03)** as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

**3b.** The Parties agree and acknowledge that any and all payments described herein are contingent upon prior budgetary approval by the Durham County Board of Commissioners (the Board) for the fiscal year during which services required by this contract are rendered. The Parties agree and acknowledge that if this contract is signed prior to budgetary approval being granted, that COUNTY may terminate the Contract if the requisite approval is not given, pursuant to Section 8.3 below.

- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of

CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. 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.

**5.1 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.

**5.2 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 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.

**5.3 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.

**5.4 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.

**5.5 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 affected persons, the CONTRACTOR shall bear the cost of the notice.

**5.6 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.

**5.7 PUBLIC RECORDS.** It is expressly understood that as a governmental entity, the COUNTY is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for information which has been properly labeled as a Trade Secret or Confidential Information, the COUNTY will assert that those are exempt as a Trade Secret or Confidential Information under that Act. Proper labeling will include annotating the bottom of any written document (on the cover and each individual page containing such information) or e-mail with the following footer in at least 12-point bold face type “**Confidential Information**”. Any material labeled as Confidential Information constitutes a representation by CONTRACTOR that it has made a reasonable effort in good faith to determine that such material is, in fact, confidential as defined in N.C. Gen. Stat. § 132-1.2. The COUNTY has no duty or obligation to limit access to information which is not explicitly marked in accordance with this provision.

Should the requestor initiate legal action to compel production, the COUNTY shall notify CONTRACTOR of the action and offer it the opportunity to intervene and defend same. The COUNTY shall have no duty to defend the action and CONTRACTOR agrees to fully indemnify COUNTY for all costs related to such litigation. Should the COUNTY receive a subpoena or court order for the protected information, it will contact CONTRACTOR and afford it the opportunity to intervene in the action under the same terms and conditions as noted above.

**6. 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. CONTRACTOR shall indemnify and save harmless the County of Durham, their respective officers, agents, servants and employees from and against all claims, losses, and damages arising out of CONTRACTOR’s performance under this Contract. CONTRACTOR acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or negligent acts of CONTRACTOR or CONTRACTOR’s agents, employees, subcontractors, vendors, or invited guests. CONTRACTOR also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft of or from, COUNTY property, to the degree said theft, damage, or claim arises from or is otherwise related to CONTRACTOR’s performance under this contract. This indemnification shall survive the termination of this agreement.

**7. INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise

against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

**7.1 Commercial General Liability:** Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

**7.2 Commercial Automobile Liability:** ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

**7.3 Worker's Compensation and Employers Liability:** as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

**7.4 Cyber Liability:** when applicable based on scope of work, policy must cover breach costs, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and loss at no less than **\$1,000,000** per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY. COUNTY reserves the option to require additional or increased insurance coverages if, in the opinion of COUNTY, such coverage is necessary to properly manage the risk related to this contract. COUNTY shall give notice to CONTRACTOR of any such requirements prior to the execution of this contract, or within such reasonable time as COUNTY becomes aware of the need for such additional or increased coverages.

## **8. TERMINATION.**

**8.1 EVENT OF DEFAULT.** Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more, or all of the following actions:

- a. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
- b. Deduct any and all expenses incurred by the COUNTY for damages caused by the Contractor's Event of Default; and/or
- c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

**8.2 TERMINATION FOR CONVENIENCE.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

**8.3 CONTINGENT FUNDING/NON-APPROPRIATIONS.** If, at any time after the execution of this Contract, the required funding for this contract is not approved by the Durham County Board of Commissioners, COUNTY may terminate this contract immediately. COUNTY shall notify CONTRACTOR of the non-approval and termination within 30 days of the Board's decision.

Termination of this Contract, under either section 8.1, 8.2, or 8.3 shall not form the basis of any claim for loss of anticipated profits by either party.

**9. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing. CONTRACTOR shall provide the necessary labor, security, permits and safety measures required to provide Services hereunder.

**10. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

**11. COMPLIANCE WITH LAWS.** CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

**12. HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

**13. NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, sex, national origin or ancestry, martial or familial



status, pregnancy, military status, religious belief or non-belief, disability, or any other protected category under local, state, or federal law. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. Failure to abide by this provision is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to COUNTY

**14. EMPLOYMENT ADVERTISING REQUIREMENTS.** CONTRACTOR shall post local job openings, in connection with this contract, with the NC Works Web Site throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

**15. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

**16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies).** Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides "minimum value" to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and indemnify the COUNTY against any associated 4980H penalties. **Please complete Exhibit A and return with this contract.**

## **17. SECURITY BACKGROUND CHECKS.**

### **A. For Particular Facilities:**

1. For County Facilities other than Youth Home or Sheriff Facilities: with the exception of the Security contractor security personnel who have completed a Private Protected Services Board (PPSB) background check, the COUNTY is responsible for requesting 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.
2. Youth Home Facilities: Youth Home public safety classifications background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check falls under the requirements of the North Carolina Criminal Standards and, provided that the criminal history check is done nationwide.
3. Sheriff Facilities – Courthouse and Detention Center. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center.

### **B. General Provisions.**

A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will complete the background check process prior to commencing work at Durham County Government. The results of the check will be reviewed by CONTRACTOR's County point of contact who will provide them to the Durham County Security Manager. The Human Resources Department 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 Human Resources Department will consult the Legal Office, as needed, on any negative determinations. The Human Resources Department will notify the Contractor's County point of contact of the results of the review. Contractor can appeal a negative determination by the Human Resources Department to the County Manager or the County Manager's designee for final disposition. Appeals need to be submitted in writing to the County 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 point of contact. 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. 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 disabled.

**18. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

**19. DISPUTE RESOLUTION PROCEDURE.** To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham COUNTY Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the COUNTY Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the

Manager, or the County Manager's designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham COUNTY, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the COUNTY of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

**20. EXISTENCE.** CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

**21. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

**22. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

**23. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM  
ATTN: PURCHASING DEPARTMENT  
7<sup>TH</sup> FLOOR, 201 EAST MAIN STREET  
DURHAM, NORTH CAROLINA 27701**

**H3 Cleaning Solutions  
ATTN: Bradley Richardson  
109 Hay Street  
Fayetteville, NC 28301**

**24. HEADINGS, WAIVER, SEVERANCE.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary. An alleged waiver of a term of this Agreement by COUNTY, whether express or implied, on one occasion shall not be construed to operate as a waiver on other occasions or other provisions. If County fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach. If any part of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provisions shall be considered severed and deleted and such severance shall not affect the validity of the remaining provisions hereof.

**25. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.

**26. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in **Exhibit B – Federal Uniform Guidance Contract Provisions Certification.**

**27. ENTIRE CONTRACT.** This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**IN TESTIMONY WHEREOF,** the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

**COUNTY OF DURHAM**

DocuSigned by:  
**By:** Claudia O. Hager  
2B24CE2253F7468...

**Print Name/Title:** Claudia O. Hager County Manager

**Date of Signature:** 8/15/2025 | 10:44 AM EDT

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

DocuSigned by:  
Crystally Wright  
41956227434140D  
**Crystally Wright, Durham County Chief Financial Officer**

**CONTRACTOR**

DocuSigned by:  
**By:** Bradley Richardson  
3780A1C14980486...

**Print Name/Title:** Bradley Richardson Owner | CEO

**Date of Signature:** 8/11/2025 | 4:18 AM PDT

ATTACHMENTS to follow

## **SCOPE OF SERVICES**

### **Project Title: Janitorial Services for Durham County RFP No. 25-043**

This Scope of Services will become an integral part of the contract between the County of Durham and the Contractor. The Contractor hereby agrees to provide services and/or materials to the County pursuant to the provisions set forth below.

- 1.0 **PURPOSE:** The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide Janitorial Services for approximately Twenty-three (23) Durham County Buildings and the Memorial Stadium. This Service will include all interior areas of the Durham County Buildings and incidental exterior tasks such as trash cans and litter up to ten (10) feet on entrances except for nonpublic areas.
- 2.0 **INVOICE PAYMENT:** Invoices submitted will be paid net 30 days. Invoice from vendor must reference funds reservation number assigned to this contract, location of service, description of service, vendor's remittance address, completion dates, warranties, permits or additional submittals and shall be forwarded to County Representative for review. The Contractor is to include with each pay request, the completed MWBE, Appendix E Form (if applicable). ).

Invoices for services/goods should be transmitted via email to [GeneralServices@dconc.gov](mailto:GeneralServices@dconc.gov) AND/OR mailed to 310 South Dillard St. Durham, NC 27701.

If there are any delivery, freight or shipping costs related to this work, this information must be clearly identified and indicated in proposal and on invoice.

These reports are material obligations of the contractor. Authorization of payments will be forwarded to Finance Department dependent on receipt of all forms. The County may withhold payment if required reports or submittals are not received. Upon payment authorization, invoices will be paid net 30.

- 3.0 **TERMS OF CONTRACT:** The initial term of the contract is from **Date of Award** through **June 30, 2026** with the option to renew by the County for up to four (4) additional terms in one (1) year increments under the same terms and conditions. Any renewal shall be based on satisfactory performance by the Contractor(s) during the previous years as the services provided.
- 4.0 **CANCELLATION OF CONTRACT:** The County of Durham reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation shall not relieve the Contractor(s) of the obligation to deliver and/or perform services on all outstanding orders issued prior to the effective date of cancellation.

5.0 **COUNTY DESIGNATED REPRESENTATIVE:**

**Manny Badillo**

Phone: 919-452 - 4746

Email: [Mbadillo@dconc.gov](mailto:Mbadillo@dconc.gov)

- 6.0 **BACKGROUND:** Durham County takes pride in its facilities; therefore, it is intended that premises be maintained at a high standard of cleanliness. The Janitorial Scope of Services, and detailed Janitorial Service frequency & specifications is intended to indicate a high- quality level of services. All items not specifically included but found to be necessary to properly clean the buildings and Memorial Stadium, shall be included. It is understood that complete and satisfactory service will be provided as required and would extend beyond the specifications listed. Information about each building which will assist you in determining proposal prices is stated in the corresponding building information and proposal form.

- 7.0 **WORK REQUIREMENTS:** It is the intent of the County that premises be maintained at a high standard of cleanliness. The Janitorial Scope of Services in conjunction with the attached “Detailed Janitorial Service Frequency & Specifications” and “Memorial Stadium Scope” is intended to indicate the required high level of services. All items not specially included but found to be necessary to properly clean the buildings and stadium should be included. It is understood that complete and satisfactory service will be provided as required and extends beyond the specifications listed.
- a. DETAILED JANITORIAL SERVICE FREQUENCY & SPECIFICATIONS
  - b. MEMORIAL STADIUM SCOPE
  - c. GREEN CLEANING POLICY
  - d. HIPPA POLICY
  - e. SECURITY POLICY

## 8.0 **SCHEDULES/TIMELINES:** SCHEDULES/TIMELINES FOR BUILDINGS:

- A. **Evening Services:** Janitorial schedules vary between the buildings. Unless otherwise noted, evening janitorial service is typically performed after the close of building operations, between the hours of 5:00 PM & 11:00 PM.
- B. **Daytime Services:** Due to business operations and security issues, some County locations require daytime services in which the contractors shall provide day porters for those facilities that require daytimes services. Some janitorial services (i.e. annual floor care, etc.) will still need to be scheduled after hours. Contractor and site contacts are to be in communication to complete janitorial services with the least amount of disruption to the general public and business operations.
- C. **Day Porter Services:** Day Porter Services are requested at several locations. The schedule is predetermined and is not to be adjusted by onsite or janitorial staff without written permission. Typically, the Day Porter is responsible for “tidy up” and restocking service to all public restrooms, keeping entrances clean, special clean ups, and cleaning areas not accessible by the evening janitorial staff. Day Porter Staff must have a means of communication when needed, such as contractors provided cellular telephone or radio by which designated site representative and/or Project Manager can contact. Day Porter is expected to return phone calls or voicemail messages within one hour.  
Cellular telephone numbers are to be provided to the County within 10 days of contract execution.
- D. **County Holidays:** Annually the County is closed for ten (10) to eleven (11) holidays. No janitorial services are required while the County is closed for holidays unless directed by the Designated Contract Representative and/or Project Manager. The exact holiday dates will be shared with the awarded Contractor(s). Often, this is an opportune time to perform additional detailed services such as floor stripping/waxing. If the contractor chooses to perform additional services during designated County holidays, it must first be approved by the Designated County Representative and/or

Project Manager at no additional cost to the County. Many of our County buildings are occupied by State employees. The State may operate on a different schedule than the County, including Holidays. The Contractor is only excused from service on the dates recognized in the County designated holiday schedule. Some County locations or departments will be closed to the public for additional holidays or staff days. If janitorial is typically scheduled on these days, the Contractor should use these days to complete more detailed janitorial specifications such as blind cleaning, upholstery and carpet spot cleaning, etc.

**E. When Durham County is closed, it has a delayed opening or closes early:**

If the County is closed, has a delayed opening, or closes early due to weather, building or security situation, notification will be made as soon as possible to the Janitorial Contractor.

Janitorial employees are expected to make all reasonable attempts to report for duty as scheduled, and except in an emergency, stay on site until their supervisor releases them from duty. If the County or a specific building closes, and janitorial services are not provided, invoicing should be pro-rated to reflect services not performed.

Closing information is typically posted in these 3 locations:

- CALLING the Durham County Employee Message Line at (919) 560-0028
- VISITING the Durham County Government main page at [www.dconc.gov](http://www.dconc.gov)
- WATCHING local news stations
- If there is no information posted in these 3 locations, janitorial service scheduling for Durham County Government services will proceed as normal.
- Evening and Day Janitorial service employees are to take direction for changes in schedule from their supervisor.
- If the County closes and Evening or Day Janitorial Staff are dismissed from the regular schedule, an invoice credit is required.
- When a time is selected for the County to close early, it may take several hours for a particular building to actually end its operations and close the facility (if at all).
- 24-hour County facilities typically do not close and will require service upon request during periods of emergency or inclement weather.

The Janitorial Contractor is responsible for contacting site representatives and/or Project Manager so there is no misunderstandings in the janitorial service schedule.

**9.0 JANITORIAL COMMUNICATIONS LOG:**

A Janitorial Communication Log will be kept on site at contracted locations. The use of this log is encouraged by both the Contractor and Building Occupants to leave notes to each other regarding areas that require attention. The Communication Log is not to be used as a substitute for relaying important, emergency or timely information. In these cases, the Contractor, Building Contact, County Representative and/or Project Manager should be in verbal communication with each other.

- Response and Resolution: When requests are noted in the Communications Log, during janitorial inspections or via contact from County Representatives, response and resolution is expected by the next regularly scheduled service unless otherwise discussed.



**10.0 PRODUCTS TO BE PROVIDED BY JANITORIAL CONTRACTOR:**

All dispensers and fixtures attached to the building are required to be filled with products provided by the janitorial contractor. This includes antibacterial soap, hand sanitizer, air freshener, toilet seat covers, toilet tissue, paper towels, urinal cartridges, trash can liners, etc. It is the Contractors' responsibility to make themselves familiar with all dispenser and fixture locations, types and counts. If dispensers are replaced due to damage or for cost savings, all efforts will be made to replace them with the same type and manufacture, so consistency is maintained. All necessary cleaning products and equipment shall be provided by the janitorial contractor unless otherwise noted. No product is to be "thinned out" unless it comes in concentrated form.

- Some County Buildings have diaper decks installed in restrooms or sanitizer wipe dispensers in other locations. The Janitorial Contractor is not required to provide diapers or sanitizer wipes.
- Many Departments purchase their own additional products for restrooms such as lotions, deodorants, etc. The Janitorial Contractor is not responsible for refilling these items, just keeping them clean and orderly on counters.

**11.0 JANITORIAL SAFETY TRAINING:**

The Janitorial Contractor's staff is required to be trained to safely and effectively perform their work. All cleaning staff, including backup personnel, are required to receive at least 8 hours of training per year. The contractor shall provide a cumulative training log indicating the date, topic, and names of employees in attendance with each monthly invoice. Topics should vary each month, and cover standard operating procedures for cleaning different surfaces, proper toxic chemical usage and spill management, hazards of toxic chemicals, cleaning to protect vulnerable occupants, cleaning equipment, and overall general safety. Training ensures that the janitorial staff know the proper way to clean office areas, bathrooms and other publicly touched surfaces. Janitorial staff work with chemical cleaning agents and are around a host of bacteria and pathogens, therefore it is important to know how to effectively combat germs while keeping safe in the cleaning process. Sufficient janitorial training improves the overall quality of cleaning, improves the janitor's level of safety and creates fewer on-the-job accidents. The Contractor shall be responsible for all employee training and instruction in janitorial cleaning and safety measures considered appropriate. Training can be achieved through a combination of sources including janitorial supplier training, community college courses, training manuals, watching training videos, and onsite training.

**Resources for Training Organizations:**

- NC Department of Labor (NCDOL) Occupational Safety and Health Act (OSHA)-Offers a wide selection of training courses and educational programs to help broaden worker and employer knowledge on the recognition, avoidance, and prevention of safety and health hazards in their workplaces. OSHA also offers training and educational materials that help businesses train their workers and comply with the Occupational Safety and Health Act.
- Cleaning Industry Management Standard (CIMS) and CIMS-Green Building (CIMSGB)-Offers cleaning organizations a certification that is closely tailored to secure points under the LEED for Existing Buildings. Operations and Maintenance Green Building Rating System (LEED EBOM).
- International Janitorial Cleaning Services Association (IJCSA)-Offers Janitorial

Services Master Certification, Bloodborne Certification, Biohazard Certification, Green Cleaning Company Certification, Chemical Hazards Certification and Customer Service Certification. All certifications should be provided to Durham County.

**Training/Safety Requirements:**

- The Contractor's onsite supervisor shall be fluent in the English language, and any other language spoken by its janitorial staff. If fluency is in a language other than English, then the Contractor shall provide training to staff in both/all languages.
- Contractors must ensure that all employees and representatives are trained to recognize and understand the Universal Safety Symbols.
- Contractor's employees will not place or use mops, brooms, signage or any equipment in traffic areas or other locations in such a manner as to create safety hazards.
- All unsafe working conditions brought to the Contractor's attention must be corrected immediately.
- Contractor's employees shall provide, place, and remove warning signs for wet or slippery areas.
- All liquid materials stored in County facilities must be stored in original containers and/or clearly labeled. No unmarked containers permitted.
- No unauthorized items, personal objects, food or beverages can be stored in janitorial closets.

- **Bloodborne Pathogen, Bodily Fluid Guidelines and Exposure Control Plan ECP)**

The Contractor's staff shall be trained and comply with the Blood Borne Pathogens, Bodily Fluid Guidelines and have an Exposure Control Plan (ECP) to control the hazards of occupational exposure to blood borne pathogens as they pertain to the cleaning, training, and safety for all employees engaged in janitorial services. Janitorial staff encounter body fluids (e.g., feces, nasal secretions, saliva, sputum, sweat, tears, urine and vomitus), or discarded items (e.g. needles, syringes, condoms, diapers, objects, materials or fluids that may be contaminated with blood). Bodily fluids and secretions do not qualify as regulated waste under the Bloodborne Pathogens Standard, but danger could exist. The greatest risk of infection transmission is through percutaneous exposure to infected blood. If waste is visibly contaminated with blood, the janitorial staff are required to have Personal Protective Equipment (PPE) (e.g., impervious materials for barrier precautions-gloves, masks, shoe protection, red biohazard bags) and work practices/training in place (e.g., trash technique changes for handling of sharps, trash technique for handling biohazard material) to protect themselves and safely disinfect the area. One janitorial closet in each building should be designated by the janitorial staff to hold response supplies for the cleanup of blood borne and biohazard spills. Supplies shall meet OSHA recommendations and contain ample supply of biohazard resistant components.

**The Durham County Public Health Department will accept biohazard collection at the Health & Human Services Complex from Janitorial staff completing service under this contract. Janitorial staff can dispose of properly by contacting (919) 560-7618.**

Documentation of training for all janitorial staff shall be provided to the County.

**12.0 SAFETY DATA SHEETS (SDS):**

Contain facts about potential hazards of products used by the Janitorial Contractor. The sheets explain to employees and to emergency personnel the best way to use, store and handle the product, but more importantly, how to work safely with the product. The information contained on the SDS applies to people who are exposed to these products for a prolonged period of time and are not highly pertinent to a visitor or to a person with occasional exposure to the product. ALL spray bottles and containers are to be marked with the name of the cleaning product and their use. In the event of an emergency, County staff should be able to open the janitorial closet and find a cleaning product that is clearly marked with the SDS name and cleaning purpose.

**A cover list of all chemical products used by the Janitorial Contractor, and the corresponding Safety Data Sheets (SDS) are to be provided to the County Representative and kept on-site in the primary janitorial closet within 30 days of contract.**

**13.0 ENERGY CONSERVATION:**

The contractor shall instruct all employees performing work within facility to utilize methods which will maximize energy conservation. This shall include turning off light fixtures, closing open windows and reporting all water leaks to site contacts. Some County buildings utilize daylight and occupancy sensors along with dimmable ballasts/light fixtures. Mechanical controls for heating, ventilation and air conditioning systems shall not be adjusted by janitorial personnel.

**14.0 GREEN CLEANING PROGRAM:**

Durham County is committed to its Green Cleaning program for Janitorial Services. Green cleaning is defined as cleaning to protect health without harming the environment. Green cleaning is a widely accepted movement that uses procedures and products to make cleaning for the health of building occupants, janitorial staff and the environment a primary concern. Durham County's goal is to eliminate harmful cleaning toxins and minimize resource consumption through product specifications and janitorial procedures. The Janitorial Contractor shall always abide by the County's Green Cleaning Program.

**15.0 SECURITY CLEARANCE:**

The Contractor is responsible for performing annual criminal history checks on all janitorial staff providing services under this contract. Criminal history will not automatically disqualify janitorial staff from employment on a County contract unless explicitly mandated by law. It is expected that the Contractor 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 the person's ability to perform janitorial services in Durham County buildings. Additional background screening may be necessary at specific county buildings. The Contractor shall provide names of all employees in the janitorial communications log, and to the County Representative and/or Project Manager monthly. This information should be reviewed and updated monthly.

Reference Durham County's "Identification Badge and Facility Access and Annex 1" for additional requirements/information.

**16.0 VISIBLE IDENTIFICATION:**

Janitorial staff shall clearly identify themselves with company uniform, vest, apron, logo, etc. While onsite, all Contractor employees (including owners and sub-contractors) will be required to display proper visible identification on their persons. County issued identification/Access badges are to be worn around the neck or attached to an employee's clothing in a way that enables the badge to be viewed between the neck and waist on the outermost garment. Reference Durham County's "Identification Badge and Facility Access and Annex 1" for additional requirements/information.

**17.0 PROTECTING PERSONNEL, EQUIPMENT AND FACILITIES:**

The Contractor shall be responsible for the protection of their employees while working onsite and remaining in the building after hours. Janitorial staff shall not be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor providing services under this contract. No janitorial staff should be on-site after hours alone or enter the building during nonscheduled times. The contractor shall be required to compensate the County for any cost of the security service required if the janitorial contractor or staff is to be found in the building during unauthorized times.

The janitorial staff shall always respond to building fire alarms and exit the building until cleared for re-entry.

The Contractor shall be responsible for the protection of all existing equipment and facilities and shall, at his/her own expense, repair or restore any damages caused by the actions or negligence of their employees. If the contractor fails or refuses to make such repairs or restorations, the County may have the work accomplished under separate contracts and deduct the cost from its next payment to the Contractor.

The Contractor shall instruct employees not to disturb any papers or personal property on desks, tables, or cabinets.

The use of County telephones, copiers, computers or communication equipment is strictly prohibited. The Contractor shall be responsible in the event of theft or destruction of County property or personal property of County employees.

All unclaimed articles found (i.e. keys, purse) in or about the work areas by an employee of the Contractor shall be immediately turned over to the site management or County Representative and/or Project Manager.

**18.0 BUILDING KEYS AND CARD ACCESS:**

Generally, all County buildings have card access systems. Keys and card access information required by the Contractor will be furnished by the County to a designated Contractor employee on a custody receipt and shall be returned to the County on demand. The janitorial contractor is required to follow the County's Badge and Key Policy. (To be provided to the awarded Contractors). Any loss or damage of keys or card access IDs must be reported to the County's Designated Representative immediately. Keys are to be made only by the County; no duplication is permitted by outside sources. Should lost or stolen keys or card access badges jeopardize the security of a particular County facility, the Contractor shall be

wholly responsible for all costs incurred by the County. By submitting a proposal, the contractor acknowledges that this process could be quite costly. Card Access ID badges are created by scheduling with County Representative (limited hours).

- No badge holder shall use his/her badge to allow access for another employee or person unless it is for escorting that person to a supervisor or other authorized person.
- No badge holder shall trade his/her Identification/Access badge or allow another employee or person to use their respective badge.
- Employees who report to work or an assignment without their assigned Durham County Identification/Access badge should be sent home to retrieve their badge. Continued failure to wear the Identification/ Access badge may result in disciplinary action up to and including dismissal. A \$10.00 fee will be assessed for all lost or stolen replacement badge requests. There will be no fee assessed for badge requests that are due to documented name changes, facility transfers, a faded photograph or if the badge loses its functionality. Reference Attachment C, County Identification Badge and Facility Access Policy for additional requirements and information.

#### **19.0 SECURITY/INTRUSION SYSTEMS:**

County buildings are equipped with intrusion systems. The awarded contractors(s) will be trained and provided codes by site contacts.

#### **20.0 ENTRANCE DOORS:**

All entrance doors are to remain secured while the Contractor is in the building. Do not hold open exterior doors for any reason. Do not assist entry of anyone.

#### **21.0 PARKING:**

The Contractor and their employees are required to park in legal public parking areas only. Janitorial staff do not have access to designated County employee parking spaces. The County will not be obligated to provide parking for Contractor's staff. The Contractor will be able to utilize designated loading/unloading areas but must move their vehicle to a public parking area after the vehicle has been loaded/unloaded.

Parking on grass, sidewalks, curbs, driveways, or in reserved parking areas is not permitted, and subject to towing.

#### **22.0 EMERGENCIES:**

Emergencies involving water, power, securing exit doors, etc. should be reported immediately. An emergency "on-call" number will be shared with the awarded contractor(s). Leave a message with a return phone number if no answer is received. When your call is returned, explain the emergency in detail. The On-Call Staff will determine the necessary response. **For Emergency conditions such as Fire, call 911.**

#### **23.0 REPORTING REPAIRS:**

The Contractor shall report any repairs needed to the designated site representative via Janitorial Communications Log, email, or other means. (i.e. report broken dispensers, lighting, locks, slow drains etc.)

## **24.0 CONFIDENTIALITY:**

The Contractor shall protect and keep all material and information which Contractor and/or Contractor's staff may be exposed to confidential including waste materials intended for destruction or removal to a waste disposal site. Any disclosure or unauthorized removal of any information, material or property shall be cause for immediate termination of this Contract. Any liability, including but not limited to attorney fees, resulting from any action or suit brought against the County as a result of the Contractor's willful or negligent release of information, documents, or property shall be borne by the Contractor.

All DCo. Janitorial contractors (including its employees and agents that will access DCo. Facilities) must sufficiently complete Durham County's Data Privacy training. After completing this training, contractors should understand what is considered confidential information, what they should do when they encounter confidential information, and how to report any incidents involving the unauthorized use or disclosure of confidential information.

Each member of the janitorial staff must take the training within 30 days of the issue date. Any employee that fails to complete the training and pass the test with at least 70% score, within the timeframe provided above, will have his/her badge access to facilities denied or revoked.

Each contractor is responsible for informing General Services of all new employees and their anticipated start dates. Contractors must provide this training to their new employees prior to the employees starting work in DCo. Facilities. Each employee must sufficiently pass the test prior to starting work here at Durham County Government.

Each member of your staff must also sign a confidentiality agreement stating that if they are exposed to any confidential information while carrying out their job duties, they will keep that information confidential.

## **25.0 PROCESS TO REQUEST REMOVAL OR REASSIGNMENT OF JANITORIAL EMPLOYEE:**

Removal or reassignment of a janitorial staff member may be required at the request of the County as necessary for any reason-apparent or suspected behavior, unacceptable service work, or a conflict in loco parentis situation.

- All situations are different and may be abrupt (such as immediate removal by security).
- The contractor shall be positive and timely in handling the request.
- Conversations with janitorial employees are to be conducted by janitorial Manager/Owner.
- Conversations with county employees are to be conducted by County staff.

Step One: County and Janitorial Owner to be in communication with each other as soon as possible. Step Two: As necessary, each party investigates the situation and create Incident Report/Written statement.

Step Three: As necessary, determine a resolution ASAP.

Step Four: Contractor must be prepared to train replacement personnel and have control of keys and card access badges. It is important to note that janitorial employees work and report to the Contractor, not the County. The hours each janitorial staff works is as proposed and regulated by the Contractor.

**26.0 CONTRACT COMPLIANCE:**

The County will perform on-going contract monitoring and inspections of the Contractors' adherence to the scope of services to ensure that the terms of this agreement are complying. The Contractor agrees to cooperate with the County in its monitoring process and shall provide documentation and/or information requested during the term of this agreement for the purpose of monitoring the services provided by Contractor.

**27.0 ADDITIONAL, SPECIAL, OR EMERGENCY SERVICES PROPOSAL FORM:**

There are circumstances which require additional janitorial services to be performed. The Contractor may be requested to provide janitorial staff to perform services outside of the regular schedule or contracted location(s), but within scope of services and detailed specifications. Outside of emergencies, examples of such additional/special services are to provide supplementary porters at alternate/added locations (i.e. Courthouse, Community Shelter, etc.) during times of peak use. The Contractor will make every effort to accommodate the County's requests for emergency clean up outside of normal hours within a reasonable time frame (4 hours). It is typical in these situations for the county to close or block off an area which requires emergency clean up, until the janitorial staff can address.

Note: Designated meeting rooms in county buildings are rentable to the general public. When janitorial services beyond the normal schedule are required, the janitorial contractor will be contacted by the Facilities Use Coordinator for coordination. The cost of additional, special, or emergency janitorial services outside of regularly scheduled hours will be based on the contractor's fully loaded Man-Hour labor rate(s) requested on the respective proposal form. A minimum of two (2) hours may be invoiced to the County for additional, special or emergency Services. Invoices resulting from Additional, Special, or Emergency Services are required to be invoiced separately from regular monthly invoices.



# **Scope of Service**

## **H3 Cleaning Solutions**

**Admin 1, Admin 2, Main Library, Judicial Annex**

### **DETAILED JANITORIAL SERVICE FREQUENCY & SPECIFICATIONS**

It is with the intent of the County that premises be maintained at a high standard of cleanliness. The Janitorial Scope of Services and Detailed Janitorial Service Frequency & Specifications is intended to indicate a high level of services. All items not specifically included but found to be necessary to properly clean the buildings shall be included. It is understood that complete and satisfactory service will be provided as required and would extend beyond the specifications listed. The term "Clean" means the removal from the premises of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease, etc. The term "General Area" means conference rooms, lobbies, lounges, restrooms, break rooms, kitchens, and other areas outside personal offices or cubicles. The term "As Needed" refers to the service schedule required beyond the schedule of services listed. Additional Notes: Some Durham County Buildings have a substantial amount of interior glass. All interior glass in entrances, main lobbies, sub lobbies, conference rooms and glass on routinely used doors are to be cleaned with green cleaners to the typical height of 6' or to the closest natural glass break with extended equipment if needed. Glass cleaning of individual cubicles and office windows will be the responsibility of the occupant and offices if office doors are locked, closed or anything on the windows. Janitorial services do not include the sterilization of laboratories, medical devices, or cleaning of mechanical areas, storage areas and other unauthorized areas. There are vending areas in many county buildings. The janitorial contractor is responsible for cleaning the exterior of the vending machines and the areas machines are placed. Durham County buildings are visited by the community and inherently high volumes of janitorial supplies are used in areas accessed by the public.

### **Each Janitorial Service**

- Entrance Areas, Lobbies, All General Areas
- Clean under and vacuum all entrance mats.
- Clean glass (up to 6' or natural break and if needed extended equipment) in entrances, lobbies, conference rooms, hallways and general areas.
- Clean and dust tops and sides of accessible surfaces, including all furniture, table

tops, cabinets, furniture bases, arms, window ledges, blinds, moldings, wall decor, TV's, projection, screens, etc. on walls up to 6' in entrances, lobbies, conference rooms, hallways, general areas, stations or desks open to general areas.

- Pull out chairs, inspect under desks for debris and vacuum.
- Organize the chair up to the desk, leaving the chair out enough to keep the arm rests from going under the desk.
- Organize lobby, conference or break room chairs.
- Organize items left on counters and tables.
- Vacuum carpets. Especially traffic lanes, lobbies and entrance mats.
- Sweep and wet mop hard floors.
- Spot clean spills or stains on carpet and upholstery.
- Remove gum, grease or scuffs from floor surfaces.
- Disinfect all commonly touched surfaces (restrooms, elevator buttons, handrails, doorknobs, fitness equipment, counters etc.)
- Wipe all clear surfaces to a streak free shine.
- Refill or replace supplies in all dispensers.  
Hand soap-fill dispensers, hand pumps and bottles at least once a week or more frequently if the containers go below half full.  
Hand towels-Fill dispensers every service, without packing tight.
- Disinfect all sinks, counters, back splashes, outside of cabinets and appliances, tables, chairs, trash cans and all surfaces. Use sponge non-scratch pads with disinfectants to get built up debris and scum off of the sinks, faucets and counters. Rinse with water to remove the leftover cleaner. Wipe all surfaces to a streak free shine.
- Clean under tables, chairs, corners, behind and around trash cans.
- Remove consumer trash. Offices and Cubicles:
- Do not disturb any papers or personal property on desks, tables or cabinets.
- Occupants in cubicles or offices are responsible for cleaning and dusting their own desk, file cabinet, bookcases, glass, computer, wall décor etc.
- Dust tops of all cubicle walls.
- Pull out chairs, inspect under desks for debris and vacuum.
- Spot clean spills or stains on carpet and upholstery.
- Remove consumer trash. Restrooms, Fitness Areas and Locker Rooms:
- Refill or replace supplies in all dispensers.
- Toilet paper-Replace all rolls in dispensers which are below half. If a dispenser has two rolls, make sure at least one roll is new. Any leftover partially used rolls may be left on site (on top of dispenser or in determined location).
- Hand soap-fill dispensers, hand pumps and bottles at least once a week or more frequently if the containers go below half full

- Waterless urinals require slightly different cleaning techniques. See manufacturer's guidelines.
- Waterless urinal cartridges-Require correct model cleaning products and cartridges for daily, monthly, quarterly and bi-annual service as required by manufacturer. The contractor is to maintain a service schedule for the replacement of these products.
- Remove feminine liners which have been used and replace them with new liner. Liners shall be opened for easier access by patrons. Never re-use feminine liners.
- Clean mirrors.
- Disinfect toilets using a toilet brush (bowl mop) with disinfectant cleaner on the brush and clean the inside of the toilets. Clean under and around the rim and all the way to the bottom of the inside and outside of the bowl.
- Fixtures-Clean the exterior of all fixtures including surrounding floor and wall areas.
- Disinfect stall doors and partitions, handicap bars, door pulls/pushes, dispensers, baby stations and other commonly touched surfaces.
- Sweep and mop floors thoroughly to include behind toilets, under sinks, behind and around trash cans, doors, edges and corners. Scrubbing as necessary to remove built up dirt.
- Remove consumer trash. Blood Draw Room and Labs (in specified buildings):
- Janitorial is responsible for all the above requirements.
- Janitorial is not responsible for daily biohazard collection.
- Janitorial is not responsible for the sterilization of medical devices.
- Janitorial is responsible for the removal of all consumer trash, with the exceptions of tobacco chew or cigarette waste.
- Janitorial is not responsible for collecting recyclable materials from individual offices.
- Janitorial must break down all their own empty cardboard boxes from supplies, etc. and leave them at designated recycling areas or place in cardboard dumpsters in select locations.
- NEVER put your hand inside a trash container to pull out debris.
- Empty trash cans and return cans back to their original spot (replace liners which are soiled, wet, torn or do not look in perfect condition). Keep extra trash liners at the bottom of each trash container.
- Trash bags must never be set on carpet or dragged across any floor. The preferred method would be to take a wheeled trash barrow to the area where the trash is to be collected. While staging trash, set any trash bags on tiled areas in anticipation of

leakage. Any leaks must be immediately cleaned up. Make sure the wheels on any trash container are clean and free from debris and do not create “garbage trash trail”.

- Do not put loose trash in the dumpster. All trash is to be in a bag/liner. All bags must be tied and deposited inside the dumpster. Trash left on the ground is unacceptable. If the dumpster is full, put your tied bag of trash in your janitorial storage area and immediately call the onsite representative to report and ask for instructions.
- Trash, cardboard dumpster and compactor doors must always remain closed.
- Employees will signal when only trash removal is required by setting their trash can outside of their office. If this is done by the occupant, (whether you have a key/card access or not) do not enter the office space if the door is closed to provide janitorial services.
- Detail vacuum carpet corners, under desks and hard to reach spots in all offices and areas.
- Clean walls, doors, door frames, light switches etc. in all offices and areas.
- Clean elevator floors, walls, doors, (disinfect) buttons and remove debris from tracks on each floor.
- Cleaning and disinfecting fitness rooms. **Monthly (or as needed)**
- Cleaning and disinfecting locker rooms. **Monthly (or as needed)**
- Clean the interior and exterior of all desk style trash containers, and the exterior of all large recycling or other trash containers.
- Blind dusting, if applicable.

#### **Annually Hard Floor Care**

- Floor care is required for all hard floor surfaces-slate, terrazzo, tile, VCT concrete etc., including grout.
- Floors are to be “top scrubbed” removing a layer of finish, dirt and debris.
- Top scrubbing is a green preferred procedure that avoids the use of toxic strippers.
- The floor is then recoated using the manufacturers recommended floor finish sealer (sheen TBD by site).
- Floors are to be maintained with five floor coats of finish.
- Determine the correct procedure and product per surface manufacturer.
- Fill all hand sanitizer dispensers, hand pumps and bottles at least once a week or more frequently if the containers go below half full.
- Annual services are to be scheduled and completed prior to the end of the annual Contract (June 30<sup>th</sup>).

### **Scope of Work for Janitorial Services**

#### **Daily**

- 1.Clean under and vacuum all entrance mats.
- 2.Clean glass (up to 6’ or natural break) in entrances, lobbies, conference rooms, hallways and general areas. (Some areas may need to use an extended pole to reach glass or mirrors that are higher than 6’)
- 3.Pull out chairs, inspect under desks for debris and vacuum.

- 4.Organize the chair up to the desk, leaving the chair out enough to keep the arm rest from going under the desk.
- 5.Organize lobby, conference or break room chairs.
- 6.Organize items left on counters and tables.
- 7.Vacuum carpets. Especially traffic lanes, lobbies and entrance mats.
- 8.Sweep and wet mop hard floors.
- 9.Remove gum, grease or scuffs from floor surfaces.
- 10.Disinfect all commonly touched surfaces (restrooms, elevator buttons, handrails, doorknobs, fitness equipment, counters etc.)
- 11.Wipe all clear surfaces to a free streak.
12. Refill or replace supplies in all dispensers.
- 13.Hand Towels-Fill dispensers every service, without packing tight.
- 14.Disinfect all sinks, counters, back splashes, outside of cabinets and appliances, tables, chairs, trash cans and all surfaces. Use sponge scratch pad with disinfectants to get debris and scum off the sinks, faucets and counters. Rinse with water to remove the leftover cleaner. Wipe all surfaces to a streak free shine.
- 15.Clean under tables, chairs, corners, behind and around trash cans.
- 16.Remove consumer trash. Offices and Cubicles:
- 17.Remove consumer trash. Restrooms, Fitness Areas and Locker Rooms:
- 18.Toilet Paper-Replace all rolls in dispensers which are below half. If a dispenser has two rolls, make sure at least one roll is new.
- 19.Remove feminine liners which have been used and replace them with new liner. Open liner for easier access by patrons. Never re-use feminine liners.
- 20.Clean mirrors.
- 21.Disinfect all fitness equipment surfaces, restrooms, showers and lockers.
- 22.Disinfect toilets using a toilet brush (bowl mop) with disinfectant cleaner on the brush and clean the inside of the toilets. Clean under and around the rim and all the way to the bottom of the inside of the bowl. Fixtures-Clean the exterior of all fixtures including surrounding floor and wall areas.
- 23.Disinfect stall doors and partitions, handicap bars, door pulls/pushes, dispensers, baby stations and other commonly touched surfaces.
- 24.Sweep and mop floors thoroughly to include behind toilets, under sinks, behind and around trash cans, doors, edges and corners. Scrubbing is necessary to remove built up dirt.
- 25.Remove consumer trash. Blood Draw Room and Labs (in specified buildings)
- 26.Remove consumer trash. Trash Removal
- 27.Janitorial is responsible for moving cardboard from primary collected location(s) to exterior cardboard dumpsters in select locations.
- 28.Empty trash cans and return cans back to their original spot (replace liners which are soiled, wet, torn or do not look in perfect condition). Keep extra trash liners at the bottom of each trash container.
- 29.Clean elevator floors, walls, doors, (disinfect) buttons.
- 30.Wipe all surfaces to a streak free shine.
- 31.Floor care is required for all hard floor surfaces-slate, terrazzo, tile, VCT concrete etc., including grout. (Daily dust mopping, auto scrubbing, mopping and buffing)

### **Weekly Or as Needed**

- 1.Clean and dust tops and sides of accessible surfaces, including all furniture, tabletops, cabinets, furniture bases, arms, window ledges, moldings, wall decor, TV's, projection, screens, etc. on walls up to 6' in entrances, lobbies, conference rooms, hallways, general areas, stations or desks open to general areas.
- 2.Spot clean spills or stains on carpet and upholstery.
- 3.Hand soap-fill dispensers, hand pumps and bottles at least once a week or more frequently if the containers go below half full.
- 4.Dust tops of all cubicle walls.
- 5.Janitorial must break down all their own empty cardboard boxes from supplies, etc. and leave them at

designated recycling areas or place in cardboard dumpsters in select locations.

6.Detail vacuum carpet corners, under desks and hard to reach spots in all offices and areas.

7.Detail clean hard floor surfaces, corners and hard to reach spots in all offices and areas.

8.Clean walls, doors, door frames, light switches etc. in all offices and areas.

9.Remove debris from elevator tracks on each floor.

10.Additional detail cleaning and disinfecting of fitness rooms.

11.Additional detail cleaning and disinfecting locker rooms and showers.

12.Clean the interior and exterior of all desk style trash containers, and the exterior of all large recycling or other trash containers.

13. Fiil all hand sanitizer dispensers, hand pumps and bottles at least once a week or more frequently if the containers go below half full.

### **Monthly**

Blind dusting, if applicable. As well will need to use an extended pole to reach higher blinds up to 10 feet.

### **Floor Care**

1.Annually Hard Floor Care (Stripping and Waxing) Is to be done once a year and communicated with DCO representative so that it can be inspected once completed.

2.Floors are to be “top scrubbed” removing a layer of finish to remove any build up dirt and debris.  
(Quarterly)

3.The floor is then recoated using the manufacturers recommended floor finish sealer (sheen TBD by site).

4.Floors are to be maintained with five floor coats of finish.

5.Determine the correct procedure and product per surface manufacturer.

6.Annual services are to be scheduled and completed prior to the end of annually contract. **If these duties are not completed by the vendor and DCO staff must complete any of this work the vendor will be charged for labor and supplies.**

### **Supplies for the following facilities**

**Durham County Government will be supplying supplies (Paper products, chemicals, hand soap, hand sanitizer, liners, gloves, spray bottles with proper labels and urine cartridges) to the following facilities.**

- **Administration Building I**
- **Administration Building II**

**END OF DETAILED JANITORIAL SERVICE FREQUENCY & SPECIFICATIONS**

Attachment H

Building Information & Proposal Form

(Administration)

Building} Durham County Janitorial Services

<u>Building</u>	<u>Address</u>	<u>Service Schedule(s)</u>	<u>Janitorial Sq. Ft.</u>	<u># of Floors</u>	<u>Qty of RR/Fixtures.</u> (#does not include sinks in other areas)	<u># Janitorial Closets</u>	<u>Daily # of Emp/Guests</u>	<u>Door Mat Qty&amp; Size.</u>
<b>Administration Building Admin I</b>  (Admin I and Admin II are to be bided on together. The day porter will service both admin I and Admin II.)	200 E. Main St.	<b>Evening Service 3</b> <b>Nights/Week Monday,</b> <b>Wednesday, Friday</b>	109,136	7	<b>16 RR</b> <b>75 Fixtures</b>	<b>7</b> (Contractor typically uses closet on 1st & 4th floor)	200/200	<b>5-4x6</b> (Main St. Entrance-Ground & 1st Floor-both sides, & Church St. side entrance)
		<b>Day Porter Service</b> <b>(1 Porter) 5 Days/Week</b> <b>Monday –Friday shared</b> <b>between Admin I and Admin II</b>						

There are specific duties/locations for the Day Porter.

Red dots (stickers) on doors indicate this office Must be locked after cleaning. Building has Door Codes that change as necessary.

Building has eight (8) sets of stairs. Main stairs open from ground to 2nd floor, 2 sets of stairs to BOCC viewing area, 1 set of stairs to underground parking and 4 side stairwells to departments which stay locked. (Without a key or card access you can only exit down.)

Floors are a combination of VCT, Tile, Concrete and Carpet.

Janitorial square footage includes all stairs, dock and file/storage room across from dock. Janitorial square footage does not include mechanical storage, restaurant or underground parking. Board of County Commissioners (BOCC) meet several times per month on Monday evenings in 2nd floor chambers.







<u>Building</u>	<u>Address</u>	<u>Service Schedule(s)</u>	<u>Janitorial Sq. Ft.</u>	<u># of Floors</u>	<u>Qty of RR/Fixtures.</u> (#does not include sinks in other areas)	<u># Janitorial Closets</u>	<u>Daily # of Emp/Guests</u>	<u>Door Mat Qty&amp; Size</u>
Judicial Annex	201 N Roxboro St/Parrish		25, 692	3	NA	1	NA	2
		<u>Evening Service</u> 3 Days a week Monday, Wednesday, Friday						



## FACILITY COST PROPOSAL

Please see the breakdown of the cost per facility in the following documents.

### Building

	Column 1 Monthly Total Labor Hours	Column 2 Loaded Hourly Wage  Rate PLUS MARK UP	Column 3 Monthly Lump Sum Cost for Wages	Column 4 Monthly Lump Sum Cost for all non-related labor costs PLUS MARK UP	Column 5 Monthly Total Lump Sum Amount	Column 6 Annual Total Lump Sum Amount
Administrative Building						
I and						
Administrative Building						
II						\$
Totals	440	22.6	9944	<u>3977.6</u>	13921.6	167,059.20
						\$
	160	22.6	3616	<u>1446.4</u>	5062.4	60,748.80
Admin 1 & 2						\$
S	600	22.6	13560	5424	18984	227,808.00
East Sheriff						
Station	8	22.6	180.8	<u>72.32</u>	253.12	\$3,037.44



Agriculture Building Coop Extension	120	22.6	2712	<u>1084.8</u>	3796.8	\$45,561.60
Health & Human Services Building	1189	22.6	26871.4	<u>10748.56</u>	37619.96	\$451,439.52
Presidential Warehouse	19	22.6	429.4	<u>171.76</u>	601.16	\$7,213.92
Justice Resource Center (JRC)	90	22.6	2034	<u>813.6</u>	2847.6	\$34,171.20
General Services Warehouse	16	22.6	361.6	<u>144.64</u>	506.24	\$6,074.88
Main Library	197.7	22.6	4468.02	<u>1117.005</u>	5585.025	\$67,020.30
	305.27	22.6	6899.102	<u>1724.776</u>	8623.878	\$103,486.53



	<b>502.97</b>	<b>22.6</b>	<b>11367.122</b>	<b><u>2841.781</u></b>	<b>14208.9</b>	<b>\$170,506.83</b>
Bragtown Library	16	22.6	361.6	<u>144.64</u>	506.24	\$6,074.88
South Regional Library	69.29	22.6	1565.954	<u>391.4885</u>	1957.443	\$23,489.31
	103.93	22.6	2348.818	<u>587.2045</u>	2936.023	\$35,232.27
	<b>173.22</b>	<b>22.6</b>	<b>3914.772</b>	<b>978.693</b>	<b>4893.465</b>	<b>\$58,721.58</b>
Southwest Regional Library	95	22.6	2147	<u>644.1</u>	2791.1	\$33,493.20
	65	22.6	1469	<u>440.7</u>	1909.7	\$22,916.40
	<b>160</b>	<b>22.6</b>	<b>3616</b>	<b>1084.8</b>	<b>4700.8</b>	<b>\$56,409.60</b>
Stanford Warren Library	47.99	22.6	1084.574	<u>271.1435</u>	1355.718	\$16,268.61



	71.98	22.6	1626.748	<u>406.687</u>	2033.435	\$24,401.22
	<b>119.97</b>	22.6	<b>2711.322</b>	<b>677.8305</b>	<b>3389.153</b>	<b>\$40,669.83</b>
Judicial Annex	40	22.6	904	<u>361.6</u>	1265.6	\$15,187.20
Courthouse	240	22.6	5424	<u>1356</u>	6780	\$81,360.00
Total Contacts						<b>1,331,917.44</b>

## Spreadsheet for Janitor

<u>Client/Location</u>	<u>Service Type</u>	<u>Area (sq ft)</u>	<u>Rate (\$/sq ft)</u>
Durham County - Admin 1 & 2	Emergency Janitorial Service	277,844	1.1
Durham County - Admin 1 & 2	Carpet Extraction and Shampooing	277,844	\$0.45
Durham County - Admin 1 & 2	Tile & Grout Cleaning (per sq ft)	277,844	0.95
Durham County - Admin 1 & 2	Strip and Wax Floors (per sq ft)	277,844	0.9
Durham County - Admin 1 & 2	Power Washing Exterior Entrances	277,844	
Durham County - Admin 1 & 2	Emergency Graffiti Removal	277,844	\$1.10
Durham County - Admin 1 & 2	Event Cleanup	277,844	\$0.55
Durham County - Admin 1 & 2	Post-Flood/Major Water Extraction	277,844	\$1.25
Durham County - Admin 1 & 2	Emergency Biohazard Cleanup	277,844	\$1.75
Durham County - Main Library	Emergency Janitorial Service	99,926	1.1
Durham County - Main Library	Carpet Extraction and Shampooing	99,926	0.45
Durham County - Main Library	Tile & Grout Cleaning (per sq ft)	99,926	0.95
Durham County - Main Library	Strip and Wax Floors (per sq ft)	99,926	0.9
Durham County - Main Library	Power Washing Exterior Entrances	99,926	
Durham County - Main Library	Emergency Graffiti Removal	99,926	1.1
Durham County - Main Library	Event Cleanup	99,926	0.55
Durham County - Main Library	Post-Flood/Major Water Extraction	99,926	1.25
Durham County - Main Library	Emergency Biohazard Cleanup	99,926	1.75
Durham County - Judicial Annex	Emergency Janitorial Service	25,692	1.1
Durham County - Judicial Annex	Carpet Extraction and Shampooing	25,692	0.45
Durham County - Judicial Annex	Tile & Grout Cleaning (per sq ft)	25,692	0.95
Durham County - Judicial Annex	Strip and Wax Floors (per sq ft)	25,692	0.9
Durham County - Judicial Annex	Power Washing Exterior Entrances	25,692	
Durham County - Judicial Annex	Emergency Graffiti Removal	25,692	1.1
Durham County - Judicial Annex	Event Cleanup	25,692	0.55
Durham County - Judicial Annex	Post-Flood/Major Water Extraction	25,692	1.25
Durham County - Judicial Annex	Emergency Biohazard Cleanup	25,692	1.75







[illegible]







## PURCHASING DIVISION

**TO: All Proposers**  
**DATE: April 29, 2025**

### ADDENDUM NO. 2

### Janitorial Services for Durham County

### RFP No. 25-043

This **ADDENDUM No. 2** forms part of Durham County's Request for Proposals RFP No. 25-043 – **Janitorial Services for Durham County**. Responses to questions received concerning RFP -**25-043** are provided. All requirements of the original Scope of Services remain in effect in their respective order. **Receipt of this Addendum should be acknowledged on the Addendum Acknowledgement Form included in the RFP document.**

1. Proposals are due by 2:00 PM EST on **May 8, 2025**.
2. Non-mandatory site visits at multiple sites were held April 14, 2025-April 17, 2025, at **9:00 AM, EST**. [See attached site visit calendar](#).
3. The last date for questions was **April 22, 2025, at 3:00 PM EST**. Attached are the answers to the questions received.

Should you have any questions regarding this Addendum, please contact me at 919-560-0056.

Sincerely,

*Jonathan Hawley*

Jonathan Hawley  
Procurement Manager



**DO NOT SUBMIT WITH THE BID      DO NOT SUBMIT WITH THE BID      DO NOT SUBMIT WITH THE BID**  
**(NOTE: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If you do not meet the MWBE Goal, the Bidder shall provide the following documentation of his Good Faith Efforts within 72 hours after notification of being the low bidder.

**State of North Carolina AFFIDAVIT D – Good Faith Efforts**  
**COUNTY OF DURHAM**

Durham County Goals for MWBE 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%
<b>Overall MWBE Participation Goal =</b>					<b>25.0%</b>

Affidavit of \_\_\_\_\_ H3 Cleaning Solutions  
 \_\_\_\_\_ (Name of Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

I will expend a minimum of 0 % of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Name and Phone Number	*Minority Category	Work description	Dollar Value	Percentage of Goal
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F)

Documentation of the Bidder's good faith efforts to meet the goals set forth in the provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received
  - B. Copies of quotes or responses received from each firm responding to the solicitation.
  - C. A telephone log of follow-up calls to each firm sent a solicitation.
  - D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
  - E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
  - F. Copy of pre-bid roster.
  - G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
  - H. Letter detailing reasons for rejection of minority business due to lack of qualification.
  - I. Letter documenting proposed assistance offered to minority business in need to equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.
- Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

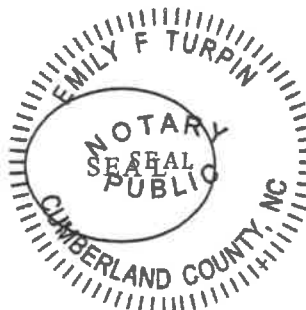
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 6/27/25 Name of Authorized Officer: Bradley Richardson

Signature: [Signature]

Title: CEO



State of North Carolina, County of Cumberland  
Subscribed and sworn to before me this 27th day of June, 2025  
Notary Public Emily F. Turpin  
My commission expires 06-26-2027



**DURHAM COUNTY  
NORTH CAROLINA**



**REQUEST FOR PROPOSALS**

**Project Title: Janitorial Services for Durham County**

**RFP NO. 25-043**

**Proposals Due:**

**May 8, 2025  
2:00 P.M., Eastern Time**

**PROJECT TITLE: Janitorial Services for Durham County**  
**RFP No. 25-043**

**PROPOSAL SCHEDULE**  
**(Note: The below dates are subject to change)**

Advertisement Date	April 1, 2025
Site Visit Date	See Attached Site Visit Calendar
Last Date for Question	April 22,2025 at 3:00pm
Sealed Proposal Due Date	May 8, 2025 at 2:00pm



**REQUEST FOR PROPOSALS**

**Project Title: Janitorial Services for Durham County**  
**RFP No. 25-043**

**ISSUE DATE:** Date: March 27,2025

**ISSUING DEPARTMENT:** **County of Durham Purchasing Division of Finance 201**  
**East Main Street, 7th Floor, Room 703 Durham, NC 27701**

Sealed Proposals will be received until 2:00 P.M., Eastern Time on (May 8, 2025). The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide janitorial services for County properties.

All inquiries concerning the Scope of Services, Proposal Submission Requirements or Procurement Procedures should be directed to:

**Procurement Manager: Jonathan Hawley**  
**Purchasing Division of Finance**  
**Email: [purchasinggroup@dcnc.gov](mailto:purchasinggroup@dcnc.gov)**  
**Telephone: 919-560-0056**

Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposals (RFP). It is the sole responsibility of the Proposer to ensure that his/her Proposal reaches the Purchasing Division by the designated date and hour indicated above.

**In compliance with this Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the goods and services described in accordance with the attached signed proposal.**

Firm Name: _____	Date: _____
Address: _____	By: _____ (Name Typed/Printed)
_____	_____
Phone: _____	(Signature in Ink)



## **LEGAL NOTICE**

### **Project Title: Janitorial Services for Durham County**

**RFP No. 25-043**

The County of Durham will receive sealed proposals for qualified Contractor(s) to establish a contract to provide janitorial services on **May 8, 2025**, at 2:00 P.M Eastern Time, in the Durham County Purchasing Division of Finance, 201 East Main Street, 7th Floor, Room 703, Durham, North Carolina 27701. No proposals will be accepted after the official time and date.

A Site Visit Calendar is attached. Please review the date, location and time.

An electronic copy of this Request for Proposal (RFP) can be obtained from Durham County's eBid System located under Bid Opportunities <https://www.dconc.gov/county-departments/departments-f-z/finance/bid-opportunities>. Proposers can download a copy of the solicitation and all addenda without registering in the system. However, in order to **automatically** receive email notifications of solicitations and addenda issued by the Purchasing Division, Proposers **MUST** register in the eBid system.

**Proposals are encouraged and welcome from historically underutilized businesses (HUBs).**

The County reserves the right to accept or reject, in whole or in part, such proposals as appears in its judgment to be in the best interest of the County.

Publication Date: April 1, 2025