

**NORTH CAROLINA
DURHAM COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 1st day of December 2024, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and **THE CARPARK GROUP** 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 1st December 2024. 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 1st of December 2024 to 30th of June 2027 with the option to renew by the County for up to two (2) additional terms in one (1) year increments under the same terms and conditions.

- 3. PAYMENT TO CONTRACTOR.**

3a. CONTRACTOR shall receive from COUNTY an amount not to exceed (\$ 270,974.00) with a 3.4% increase per year for years 2 & 3) 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.
- 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.

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, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, race sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. 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. **CONTRACTOR certifies that CONTRACTOR shall abide by Durham County Ordinance Article I, Sections 15-1 through 15-85. Failure to abide by said Ordinance 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 (instructions are located at: <https://www.ncworks.gov/vosnet/Privacy/RegistrationAgreement.aspx?t=emp&page=1>) 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.** The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the results of the review. Contractor can appeal a negative determination by the Security Manager 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 _____ 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
7TH FLOOR, 201 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**CONTRACTOR
ATTN: _____

_____**

- 24. **HEADINGS, WAIVER.** 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.
- 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. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM.** It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County’s contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County’s contracting programs.
- 28. **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

By: _____

Print Name/Title: _____

Date of Signature: _____

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

Crystally Wright, Interim Durham County Chief Financial Officer

CONTRACTOR

By: _____

Print Name/Title: _____

Date of Signature: _____

ATTACHMENTS to follow

SCOPE OF SERVICES

Durham County Parking Decks Operation and Maintenance Services RFP No. 25-004

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 all personnel, materials and services necessary to provide parking management services for the three (3) parking decks owned by Durham County. Parking Decks consist of Durham County Justice Center Parking Deck located at 502 South Dillard Street, Durham NC 27701; Queen Street Parking Deck (300 Block Parking Deck) located at 115 N. Queen Street, Durham NC 27701; and upcoming 500 Parking Deck located at 500 East Main Street, Durham NC 27701. The objective is to enter into an agreement with a single Contractor that has a proven track record in providing high quality Parking Operations and Maintenance Services. The Contractor must have an impeccable management and safety record, where the County can leverage the awarded Contractor's expertise and experience to work independently and professionally, service the public, and forge a long-term relationship that offers efficiencies, cost savings, and ingenuity in resolving issues.

The awarded Contractor must be able to provide both service requests - Parking Operations and Maintenance Services. The County is requesting Maintenance Services as an Alternate in this RFP and will determine prior to the award of contract if both services will be provided by the Contractor.

- 2.0 **INVOICE PAYMENT:** Invoices submitted will be paid net 30 days. Invoices shall be forwarded to the County's Designated Representative for review and payment approval.
- 3.0 **TERMS OF CONTRACT:** The initial term of the contract is from **Date of Award** through **June 30, 2027**, with the option to renew by the County for up to two (2) 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:** Stephano Claude, Executive Accountant, at 919-560-0043 shall be identified as Finance's representative. Others may be identified as necessary.
- 6.0 **BACKGROUND:** The Justice Center parking deck is five-levels, designed with 897 spaces, and was completed for use in August of 2011. It will be adjacent to the Durham County Justice Center building. The Queen Street parking deck is seven-levels, with roughly 753 spaces. The 500 Block parking deck upon completion (sometimes this year) will have seven-levels and 847 spaces.

7.0 **WORK REQUIREMENTS:** The selected Contractor shall be responsible for providing all labor, equipment and materials required for these services except as identified herein. Below is a list of the general work requirements to be provided by the Contractor. See the Detailed Scope of Services section of this RFP for each specific requested service.

7.1 **Communications:** A telephone and an additional phone line for computer access are provided in the Attendant's Booth or office. The successful Contractor is to provide their own cellular devices for communications between Staff and Durham County.

A Communication meeting will be held monthly with the County Representative(s) and the Contractor to conduct performance review and facility inspection. The Contractor shall note any equipment, safety or hazardous conditions or complaints to the County within 24 hours. A written report that states all conditions and resolutions shall be submitted to the County monthly. See additional reporting requests under the Detailed Parking Deck Operations and Maintenance Scope of Services.

7.2 **Space:** The Attendants Booth/office will be under the sole control of the Parking Contractor. Such use shall include use of all utilities including water, sewer, and electricity. The Maintenance Contractor or Maintenance Staff will not have access to Attendants Booth/office or any other on-site office space.

7.3 **Customer Complaints:** The Contractor will maintain a daily log of all complaints from the public. This log shall accompany the monthly reports. The Contractor shall promptly handle all complaints in a prompt, courteous and professional manner.

7.4 **Security Clearance:** The Contractor is responsible for assuring the background verification and security clearance of its employees. All of the Contractor's employees (and sub-contractors) will be required to carry proper visible identification on their persons at all times. Contractor shall provide to County Representative the names and Xeroxed photo ID of all employees working under this Contract.

Contractor's employees 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.

7.5 **Safety Training:** Contractor shall be responsible for all employees training and instruction in safety measures considered appropriate. The Contractor's on-site supervisor shall be fluent in the English language, and any other language spoken by its staff. If fluency is in a language other than English, then the Contractor shall provide the following information to staff in both/all languages:

- Contractor's employees shall not place or use any equipment in traffic areas or other locations in such a manner as to create safety hazards.
- Contractor's employees shall provide, place, and remove warning signs for wet or slippery areas.
- The Contractor must clarify that all employees and representatives are trained to recognize and understand the Universal Safety Symbols.
- All liquid materials stored in County facilities must be held in original containers and/or clearly labeled. No unmarked containers permitted.
- No unauthorized items, food or personal objects can be stored in storage closets.
- Hazardous chemicals or materials will not be maintained on site.
- Material Safety Data Sheets (MSDS) and Product Information. Any product or solution used in the performance of the contract work shall have an MSDS or product information ("Cut Sheet"). Information is to be provided to the County's designated Representative and kept on site within 30 days of the contract.

- Blood Borne Pathogen and Bodily Fluid Guidelines. The Contractor shall be trained and comply with the Blood Borne Pathogens and Bodily Fluid Guidelines as they pertain to the cleaning, training, safety, and equipment.
- The Contractor is responsible for all safety training associated with daily cash collections.

The Contractor will comply with all applicable laws, ordinances, and rules and regulations for the safety of persons and property.

7.6 **Labor to Meet Contracted Services:** Contractor is required to provide the necessary labor hours to maintain this contract as requested. The County requires the Contractor to have management staff in place to routinely supervise their staff's schedule and performance.

7.7 **Contractor's Performance:** The Contractor's performance will be evaluated during the contract year.

The Contractor is responsible for knowing when their employees call in late or out for any reason and relaying this to the Site Contact. The Contractor is responsible for timely staff substitution and is encouraged to have a trained replacement familiar with the site and duties when this situation occurs.

No work is to be performed during business hours, which may in any way interfere with the general public or the business operations and functions. Any deviations must have prior approval by County Representative.

Unless otherwise notified, the Contractor's staff is expected to make all reasonable attempts to report for duty as scheduled and provide services. If the regular or replacement staff does not work the hours as scheduled, an invoice credit is expected for any lost time.

7.8 **Contractor Parking:** The Contractor and their employees are required to park in reserve designated parking areas only. The County will provide parking to the Parking and Maintenance Contractor(s) and their employees for scheduled work times only.

7.9 **Protecting Personnel, Equipment and Facilities:** The Contractor shall be responsible for the protection of their employees while working onsite and entering or remaining in the parking deck after hours. No staff should be on-site after hours alone or enter the parking deck during non-scheduled times (unless as a paying parker). The Contractor shall be required to compensate the County for any cost of security service required if the contractor or staff is to be found in the parking deck during unauthorized times. 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 damage caused by the actions or negligence of his employees. If he/she fails or refuses to make such repairs or restorations, the County, may have the work accomplished under separate contract and deduct the cost from its next payment to Contractor. The use of County telephones, computers or communication equipment for personal use is strictly prohibited. The Contractor shall be responsible in the event of theft or destruction of County property. 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 Supervisor for resolution.

7.10 **Keys and Card Access:** 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. Any loss of key(s) or access cards 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 a lost or stolen key jeopardize the security of the County facility,

the Contractor shall be wholly responsible for all costs incurred by the County in re-keying the lock system. The Contractor shall comply with the Durham County Key Policy.

- 7.11 **Uniforms:** Contractor shall establish and enforce dress code policies as approved by the County. Uniforms are required to be clean, pressed and professional in appearance. Contractor employees shall wear a conspicuous I.D. badge and distinct uniform, identifying such persons as parking service employees of the Contractor. The County shall not unreasonably withhold approval of any uniform and identification badge proposed by the Contractor. Contractor shall be solely responsible for all employee uniform costs as well as associated maintenance costs, notwithstanding any other provision set forth in this RFP.

8.0 **DETAILED SCOPE OF SERVICES FOR PARKING OPERATIONS**

8.1 **Statement of Needs:**

- 8.1.1 The Durham County Justice Center Parking Deck will serve the County Justice Center operations, general public, Durham County Employee parking and special/afterhours event parking for Downtown Durham. It is anticipated that the following user groups will be served:

Hourly/Daily Access to Public

- Monday-Friday, 24/7
- Payment at self-service pay stations or exit ticket booth

Monthly Access to County Employees, State Employees, and Other paid customers via County issued card access (back entrance)

- Monday through Friday, 7 a.m.-7 p.m.

Special/After Hour Events

- Monday-Sunday, 24/7
- Cash payment at entrance, at self-service pay stations or exit ticket booth

- 8.1.2 The Durham County Queen Street Parking Deck will serve the Human Service facility customers, Durham County employees, tenants, and general public for commercial properties located at Queen Street Parking Deck.

Hourly/Daily Access to Public

- Monday-Friday, 24/7
- Payment at self-service pay stations

Monthly Access to County Employees and Other paid customers via County issued card access/stickers.

- Monday through Friday, 7 a.m.-7 p.m.

- 8.1.3 The Durham County 500 Block Parking Deck will serve the general public and market-rate tenants.

Hourly/Daily Access to Public

- Monday-Friday, 24/7
- Payment at self-service pay stations.

The Parking Contractor will be responsible for parking operations. The objective of the requirements set forth in this RFP is to ensure that the level of customer service provided to the customers utilizing the Parking Decks is of the highest quality, and consistent with the image that the County wants to project to its users and visitors. The Contractor shall, at its own cost, provide such furnishings and equipment as required for the performance of its management and administration services in the operation of the Parking Decks, including but not limited to staff vehicles, hand-held credit card processing units, parking cones, parking barricades, supplies such as parking control equipment paper, printed parking tickets for special/after hour events etc. The County will provide only specialty signage as necessary and agreed on.

The County will identify and establish a contract with a 3rd party credit card agent for which the Parking Contractor will be required to coordinate with (Refer to Reporting and Fiscal Management Requirements). Additionally, the Parking Contractor will be responsible for coordination of PARCS system with the Parking Control Provider (Carolina Time), Security Services, Maintenance Services, Tow Services, County Parking Administrator, and other County staff.

- 8.2 **Establishment of Rates and Charges:** The Durham Board of County Commissioners (BOCC) is responsible for setting the parking rates, rules, policies, and regulations concerning the operation and use of the Justice Center Parking Deck.

The County has established the following public rates:

Public Hourly Parking Rates-cash or credit card (Parking Contractor administers):

- \$2 for the first hour
- \$1/hour for each hour after the first
- \$10 daily maximum rate

Users exiting within 10 minutes will not be charged a fee (to allow for circulation around Level One)

- Event Parking Rate: \$5/car-cash (Parking Contractor administers)
- Public Monthly Rate for Non-County employees: \$55/month-cash or credit card (Parking Contractor administers)

Parking rates are under review and are subject to change.

- 8.3 **Collection of Fees and Charges:** The Parking Contractor shall be responsible for charging and collecting from each Public Customer the appropriate parking fees based on the rates established. The County will notify the Parking Contractor when new rates or programs have been established. It is the Parking Contractor's responsibility to ensure that all rates and charges are correctly reflected in PARCS, and updated signage is posted.

The County will identify the depository institution for cash deposits and withdrawals for PARCs pay stations and will identify the 3rd party credit card agent for processing credit card transactions.

All fees and charges collected by the Parking Contractor as part of any parking program become the sole property of the County when collected.

The Contractor or employees do not have the right to grant free parking privileges or permits to anyone. The Contractor and employees are prohibited from receiving and soliciting tips under any circumstances.

The Parking Contractor shall assume all risks of loss of funds, including, but not limited to, loss by damage, destruction, disappearance, theft, fraud, counterfeit bills/coins, dishonesty, or loss of funds associated with use of any PARCS equipment including parking pay stations and automated exit equipment.

Contractor's assumption of risk continues until all fees and charges collected by the Contractor on behalf of the County are deposited in the County's designated depository.

The Parking Contractor shall be responsible for losses of revenue to the County as a result of its employees charging Customers less than the amount due as determined by the difference between the amount of revenue recorded by PARCS and the actual amount collected and turned in by the employee at the end of each employee's shift. The Contractor shall prepare and submit to the County on a monthly basis a listing of such undercharge transactions showing the date, time, exit booth and transaction involved.

The Parking Contractor shall be responsible and liable to County for all losses resulting from Contractor's failure to collect the parking fees as a result of its employee undercharges, and/or errors in collection of funds, including, without limitation, all losses resulting from employee dishonesty, forgery, alteration, theft, disappearance, destruction, robbery and/or burglary. Parking Contractor employees accepting cash are each to be bonded up to \$25,000. Confirmation to be presented to Durham County Representative.

The entire amount of such uncollected parking fees shall be deducted from the compensation otherwise payable to Contractor. Any losses, undercharges and overcharges shall be reconciled and determined according to the difference between the amount of revenue recorded by PARCS and the amount of collections remitted by Contractor's employee at the end of each employee work shift. All overcharges accrue to the benefit of County and shall not be offset against any undercharges.

In the event that a Customer exits by unauthorized means without paying, Contractor shall make reasonable efforts to gather vehicle information and immediately notify security. The Contractor shall also prepare a report of such incident and forward it to the County. The Parking Contractor shall be fully and strictly liable to County for any loss(es) of revenue to the County as a result of Contractor's acceptance of credit card(s) in any manner which is inconsistent with any provision of applicable law or to the Operating Procedures approved by the County. The County may deduct the full amount of any such loss(es) of revenue upon notice to Contractor from County's monthly payment of compensation otherwise due to Contractor pursuant to the Agreement.

8.4 **Payment by Credit Card:** The County will determine which credit cards will be accepted by the Parking Contractor. Credit cards will be limited to the sole purpose of payment of parking fees in lieu of cash. The County may, from time to time, add or delete credit cards acceptable for payment.

- The Parking Contractor shall ensure strict compliance with Payment Card Industry (PCI) Data Security Standards for each credit card transaction.
- Under no circumstances is Parking Contractor permitted to return cash to any person in any transaction involving the tendering of a credit card.
- The County shall provide a centralized credit card system integrated with PARCS. The Parking Contractor is responsible for all quarterly, annual or other required assessments, analysis or certification processes necessary to maintain PCI certification as the bankcard merchant.
- In the event of Parking Contractor's non-compliance with the PCI Data Security Standard's and/or in the event of a data breach Parking Contractor must inform the County immediately and at Parking Contractor's expense, take all curative measures necessary to remedy such noncompliance or data breach.

8.5 **Cash Collections:**

- Parking fees charged and collected by the Parking Contractor shall be reported and deposited by the Contractor daily into the designated County account (via Transport Company).
- Parking Contractor has daily responsibility to coordinate the collection of cash collections from the

Attendants booth and pay-on-foot stations with a Transport Company.

- Parking Contractor to submit a plan detailing how they will coordinate daily cash collections.
- Parking Contractor to submit a plan detailing how they will address cash collections and parking verification at special events.
- Parking Contractor shall immediately document and report any malfunctioning of PARCS to the designated maintenance vendor and subsequently notify the County of the situation.
- In the event that PARCS fails to function properly, the Parking Contractor shall manually process the collection and accounting of all parking tickets in accordance with acceptable accounting procedures.

8.6 **Non-Reimbursable Expenses:** All expenses other than those specified are Non-reimbursable Expenses. Non-reimbursable Expenses include, but are not limited to:

- The County shall not reimburse Parking Contractor for overtime wage costs, unless: (a) such costs were incurred in emergency actions, or (b) the County provided advance approval in writing of such costs.
- There shall be no reimbursement for costs incurred as a result of the Emergency Actions caused by the negligence or willful misconduct of the Parking Contractor or its employees.
- Employee training or industry standard management certification.
- The cost of revenue control or Justice Center parking deck equipment maintenance or repairs caused by the negligence or willful misconduct of the Parking Contractor.
- Undercharges or shortages.
- Purchase, maintenance and fueling of vehicles required.
- Parking Employees not identified in the Approved Staffing Plan.
- Cost of additional telephone, radios, cell phones, Internet, or communications lines, pay devices or services not identified as supplied by the County. Long distance or chargeable call expenses.
- Meals, travel costs, gratuities, or gifts. This includes food, water and break room supplies.
- Procedural auditing by non-County assigned staff.
- Legal or union representation expenses.
- Late fees, interest, penalties, fines, or finance costs.
- Computers, office furniture, and Parking Access and Revenue Control System (PARCS) equipment supplied by the County.
- Uniforms and uniform cleaning expenses.
- Insurance or bonding as requirements of this RFP.
- Parking cones, barricades, and other traffic devices, or office supplies.

8.7 **Parking Operation Management:** The Parking Contractor shall use its best efforts to provide parking management services in a manner so as to maximize revenues and minimize costs, while providing the highest level of professional and courteous customer service. The Parking Contractor agrees to provide for the delivery of all parking services described below.

- Parking Management during normal hours and after-hours events as identified.
- Compliance of Durham County's parking policy and parking rates.
- Management of parking control equipment and signage.
- The Parking Contractor shall diligently monitor entry to and occupancy counts and promptly notify County when capacity reaches thresholds specified.
- Management of Parking Access and Revenue Control System (PARCS).
- Staffing.
- Billing and Collection of hourly and event parking fees from public users.

- Managing of validated Parkers (including monthly parkers) allowed to enter and exit during daily operating hours (Monday through Friday 7am-7pm)
- Verifications of daily deposits of collections from pay on foot machines, as well as at the attendant booth, into a County designated bank account by transport service.
- Monthly deposits of collections from monthly public parkers (non-County employees) into a County designated bank account.
- Management of Traffic and Signage Controllers.
- Interaction with Public, Maintenance Operations, Court, Security Services, Tow Contractor and Durham County Parking Administrator.
- Any known malfunctions in the system shall be reported to the equipment provider, Southern Time and the County as soon as practical.
- The County has a maintenance contract for all PARCS equipment with Southern Time, which will perform all regular maintenance and major maintenance repairs upon proper reporting and notification of the issue to ACS. Minor maintenance, including ticket replacement, rebooting and un-jamming of PARCS equipment, as well as initial minor trouble shooting, will be required of the Parking Contractor.
- Provide tickets, vouchers, etc. for distribution during special events. A sample to be provided to the County for approval prior to printing.
- The Parking Contractor shall monitor the 24/7 emergency and parking intercom system and shall respond to calls for assistance received from Customers in five (5) minutes or less. (The system is capable of relaying to two (2) On Call phone numbers. Within 10 days of award, The Parking Contractor is to identify two (2) On Call phone numbers which will be programmed). A 30-minute maximum on-site response time is required.
- In the interim, the 1st programmed phone number will be County General Services On-Call cellular phone number (919) 730-9553. The 2nd programmed phone number TBD.

8.8 Parking Access and Revenue Control System (PARCS): To support the Parking Contractor, the Justice Center Parking Deck has a fully integrated on-line, real-time Parking Access and Revenue Control System (PARCS). The Parking Contractor shall monitor all functions of the Parking Access and Revenue Control System (PARCS), including, but not limited to, entry and exit equipment, associated electronic and manual capacity signage, parking pay stations and audit and supervisor workstations, to ensure any equipment observed out of service or requiring maintenance is reported immediately. The system has been designed for the following subsystems:

8.8.1 Facility Management System (FMS)-The FMS is a software package networked consisting of a server and computer to provide on-line monitoring and control of all PARCS devices. Through information generated by system reports, complete FMS shall be capable of:

- Correlating Revenue Control System (RCS) and Access Control System (ACS) entries and exits with vehicle present;
- Reconciling time parked and revenue generated; and
- Providing independent and consolidated occupancy and activity counts for both RCS and ACS systems.
- Monitoring of all lane equipment.

8.8.2 Revenue Control System (RCS)-For parkers who pay on each visit and RCS in pay-on-foot (POF) configuration is provided.

8.8.3 Access Control System (ACS)-Proximity sensor technology (Card Access) shall be provided for authorized users and regular parkers who will prepay parking through County Parking Administrator or Parking Contractor. ACS users shall by-pass per visit cash payment system.

8.8.4 Changeable Message Signs (CMS)-The CMS is utilized to direct public as well as displaying capacity status and other information deemed necessary by the County.

8.9 EXCEPTIONS: The Parking Contractor is responsible for duties under this contract except for:

- Collection of Monthly Parking fees from Durham County.
- All data and information is owned by the County regardless of hosting or connectivity used by Parking Contractor.
- Telephone instruments or modems.

8.10 REPORTING AND FISCAL MANAGEMENT: The Contractor shall implement and maintain effective parking and cash control records utilizing the installed Facility Management System (FMS).

- The Contractor shall use its best efforts to provide parking management services in a manner so as to maximize revenues and minimize costs, while providing the highest level of professional and courteous customer service.
- The Contractor must comply with the Payment Card Industry (PCI) Data Security Standards and send periodic communication updates to the County indicating their ability to maintain PCI Data Security Standards. If the contractor does not comply with PCI Data Security Standards, or fails to meet these standards in any way, fine or penalties may be issued, and contract can be terminated by the County.
- The County Reserves the right to refer any questions concerning parking transactions or account bills to the County's Internal Audit section for review or audit if the County determines such is necessary. The County reserves the rights for a third-party audit of the PCI standards and data at the County deck or at the contractor's facility. The records concerning the parking transactions must be made available to the county staff as requested immediately.
- The Contractor must maintain all physical tickets/vouchers turned in at the cashier booth. Any missing tickets/vouchers shall be documented, logged and the log shall be sent to the County with each monthly report.
- The Parking Supervisor must approve all voids and missing tickets/vouchers, and validated transactions. The Contractor will strive to minimize exception transactions and will review exception logs monthly with the County and Parking staff to determine approaches to reduce exception transaction volume. All validations must be processed through the PARCS System. No other forms of validations will be accepted for processing or tracking validations.
- Daily vehicle reconciliation (morning and evening). The Contractor shall conduct a manual count daily in each facility and reconcile the actual daily counts with the number of vehicles reported in the facility by the system software. This must be documented and reported in the monthly report package.
- Afterhours/Event vehicle reconciliation for manual fee collection. The Contractor will develop an Afterhours/Event parking reconciliation system which verifies actual vehicle counts.
- The Contractor will develop procedures for ensuring daily cash deposit of receipts into the County's designated account.
- The Contractor will develop backup procedures that will be used in the event of equipment failure.
- A monthly report is to be prepared by the Parking Contractor and delivered to the County Representative before the 10th of each month. At a minimum, the report shall include the following information:
 - Revenue summary by event date; as allowed by Parking Access and Revenue Control System (PARCS).
 - Forms and content of the monthly report are subject to change by request of Durham County.
- Parking Contractor shall be responsible for developing Staffing Plans and written procedures for Parking Operations. All such guidelines, procedures and directions shall be consistent with the terms and conditions of this RFP.
- Within thirty (30) days after award of RFP, a copy of the written procedures for parking operations, cash handling and auditing procedures for each type of PARCS equipment shall be submitted to the County for

review and approval. The Contractor shall make revisions on an as needed basis, but at least on an annual basis, and submit such revisions in writing to the County for approval.

- The Parking Contractor agrees that the County is the owner of all unused and used parking tickets and tapes and other records used in the operations of the parking and revenue-control devices. Such tickets, tapes, and records shall be stored by Contractor at the Justice Center Parking Deck and made available by Contractor for the County's examination.
- The Contractor shall maintain a written account of all tickets, tapes and other records described herein collected by Contractor, and shall present said written account to the County upon request.
- Note any hazardous condition and log any unused/abandoned vehicles.
- Coordination with Police personnel, Fire personnel, and other street control personnel.
- Continual tardiness on submitting Daily, Weekly, Monthly, and/or Quarterly reports can result in voiding the Parking Contractors contract.

8.11 Daily Reports-Due by 10:00 a.m., the following business day:

1. Daily PARCS reports with deposit slips
2. Daily Shift Reports and tickets
3. Fee Adjustment Logs

8.12 Monthly Reports-Due by noon on the 10th day of the month

1. Monthly Invoice including a summary of all reimbursable expenses, with supporting receipts and documentation.
2. Monthly Budget Report showing actual expenditures compared to budget on a monthly and year-to-date basis and percentage of annual budget expended and remaining. Explanations should be provided for any variances.
3. Monthly Complaints Log showing all complaints dates of receipt and resolution and method of resolution. The report should show the total number of complaints per transactions for the month, year-to-date complaints and number of complaints compared to the number of complaints received in the previous year for the same time periods.
4. Monthly Refunds/Credit Card Credits Report showing monthly numbers and dollar amounts of all refunds and credit card credits with a comparison to the previous year.
5. Monthly Comparisons Report showing by device/location, the revenues, exits, cash and credit transactions and over and short amounts with weekly, monthly and year-to-date figures and comparisons to the previous year's activity.
6. Utilization Report showing by device/location, the amount and percentage of transactions by type of exit (manned, unmanned, validated, parking program, etc.), Pay Station usage by cash and credit, lane and entry/exit plaza usage.
7. Benchmarking Report by type of product (hourly, daily, employee, etc.) showing occupancy number and percentage, revenue, exits/transactions, length of stay, average revenue per transaction. The report shall show monthly data and comparisons to the previous year, by number and by percentages.

8.13 PARKING DECK MONITORING: The Parking Contractor shall monitor all functions of the Parking Access and Revenue Control System (PARCS), including, but not limited to, entry and exit equipment and parking pay stations to ensure any equipment observed out of service or requiring maintenance is reported immediately to the PARCS provider. The Parking Contractor shall coordinate operations of the deck to allow all parking deck inspections, closures for routine maintenance, scheduled cleaning, and minor repairs. This shall include the use of reflective cones, signs, barricades, and other supplies required implementing such closures. The Parking Contractor shall maintain complete control of parking deck during daily parking operation schedule and afterhours/special events when full or closed and shall be responsible for routing parking customers to other open and accessible parking facilities. The Parking Contractor shall promptly report any suspicious or illegal activity or the presence of unauthorized persons to the security contractor, or in an emergency call 911 Durham Police.

8.14 STAFFING: The Parking Contractor is to provide on-site, qualified, trained Parking Attendants. The Parking Supervisor is to have full understanding of the County's parking system to perform primary operations, troubleshoot, replenish supplies, understand system messages and operate the Parking Access and Revenue Control System (PARCS). The Parking Contractor shall provide sufficient number of qualified staff to perform the parking services set forth in this RFP.

The Parking Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training, and discharging its personnel pursuant to the terms and conditions presented in this RFP. Attendants shall be neat, well-groomed, and courteous, and act in the utmost professional manner when interacting with customers, employees, visitors, and the general public. Parking Contractor's employees who will or may interact with the aforementioned persons in the performance of their duties must be able to communicate fluently in the English language. The County retains the right to approve all Parking Contractor employees.

The Parking Contractor shall operate the parking deck during the following schedules:

8.14.1 Daily Operating Hours, Monday through Friday, 7:00 A.M.-7:00 P.M. (60 hours/week)

- Daily operating hours may be covered by several shifts/employees, as determined by the Parking Contractor. No overtime will be paid. See Non-Reimbursable Expenses.
- The Parking Contractor shall submit a staffing plan that outlines proposed staff, duties and location of that will operate facility during daily operating hours.
- At a minimum, the following staff must be provided:
 - One (1) On-Call Parking Supervisor available Monday through Friday 7:00 A.M.-7:00 P.M., and
 - One (1) On-Site Parking Attendant with decision-making authority Monday through Friday 7:00 A.M. - 7:00 P.M.
- At no time shall the parking deck staff be less than the specified minimum.
- Any parking employee on site must be actively engaged in parking operations.
- The Parking Supervisor is required to have a telephone response time of five (5) minutes and as necessary an on-site response time no greater than 30 minutes.
- If an employee does not arrive as scheduled, the Parking Contractor is responsible for staff replacement or adjustment to the monthly invoice. The Parking Contractor will make invoice adjustments for any deviations from the schedule. The Parking Supervisor shall notify the County if this should impact open or closing schedule of the deck.

8.14.2 After Hours/Special Event Parking (outside the daily operating schedule)

- Afterhours/Special event dates and times will be determined based on downtown schedule of events at DPAC, American Tobacco, Durham Bulls Stadium, etc.
- Staffing based on experience, deck design and traffic conditions. The Parking Contractor will determine typical required staff for Afterhours/Special Event parking.
- The Parking Contractor shall submit a typical staffing plan that outlines proposed staff, location and functions of each during Afterhours/Special Event parking.
- During Afterhours/Special Event parking, The On-Call Parking Supervisor or an On-Site Parking Attendant with decision making authority is required to have a reply response time of five (5) minutes to any parking need or concern.
- Any parking employee on site must be actively engaged in parking operations.
- If an employee does not arrive as scheduled, the Parking Contractor is responsible for staff replacement or adjustment to the monthly invoice. The Parking Contractor will make invoice adjustments for any deviations from the schedule. The Parking Supervisor shall notify the County if this should impact open or closing schedule of the deck.

- During after-hours events the Parking Contractor will have use of the deck two (2) hours before, and one (1) hour after the scheduled downtown event.

8.14.3 On-Call (Outside the daily or afterhours/special event operating schedules)

- There are few times when a Parking Supervisor or Parking Attendant may be necessary outside the submitted staffing plans for daily operating or afterhours/special event parking schedules.

8.15 TRAINING: It is expected the Parking Contractor will have full understanding of the County's parking system and shall provide adequate staff training in accordance with all applicable Federal, State and County requirements and specifications, as well as the Parking Contractor's own curriculum and standards pertinent to parking operations. The County will provide initial training of the PARCS system to the Parking Contractor. Recurrent staff training will be the sole responsibility of the Parking Contractor. Additionally, the Parking Contractor will supply the following training to all employees:

- Training relative to working in parking deck environment and money handling procedures.
- Safety Training as listed under Special Terms and Conditions.
- The training records shall be available for review by the County upon the request.

8.16 CONTRACTORS RESPONSIBILITY: The Parking Operations Contractor shall be solely responsible and liable for the following:

11.1 Initial Services - As necessary the Parking Contractor shall assist the County in the start-up phase of the parking deck. Coordination with equipment vendors-setting up the required PARCS system, testing for operability, assistance in setting up card access systems, preparing the deck for operations including signage and operational review.

11.2 Equipment - The Parking Contractor will be responsible for vehicles, tools, mobile telephones, office supplies and reference material to execute the work. Paper vouchers/tickets and PARC supplies will remain in the ownership of the County in case of termination. All vehicles used by the Contractor for parking duties shall be kept clean and bear the Parking Contractors name and logo.

11.3 Building Information - The Contractor shall organize and take receipt of all parking equipment operations manuals and training material and make the readily available for staff and County inspections.

11.4 Inspections - The County will perform scheduled and unscheduled inspections of the Parking Contractors operations and protocols. Inspections will conform to the specifications identified in RFP.

8.17 DETAILED SCOPE OF SERVICES FOR MAINTENANCE SERVICES

8.17.1 Statement of Needs: The County is requesting Maintenance Services as an Alternate in this RFP and will determine prior to award of contract if this service will be provided by the Contractor or the County. Maintenance Services will include recurring day-to-day, periodic, or scheduled work required to preserve the Parking Decks or equipment so that it may be effectively utilized for its designated purpose. There are occasions when additional Requisitioned Maintenance services will be necessary. These duties are not listed here. When additional services are required, the County will contract separately with the Maintenance Service Contractor or perform said duties with internal or other resources.

8.17.2 Definitions: Unless otherwise expressly stated, the following terms shall have the meaning indicated for the purpose of this RFP.

Maintenance Service - The recurring day-to-day, periodic or scheduled work required to preserve facility, equipment and surfaces so that it may be effectively utilized for its designated purpose.

8.18 MAINTENANCE SERVICE MANAGEMENT: The Contractor shall use its best efforts to provide maintenance services in a manner so as to provide maximum efficiency while providing the highest level of professional services. The Maintenance Services Contractor agrees to provide for the delivery of all maintenance services described below.

- Provide 100% operating efficiency.
- Maintain all equipment in the proper working condition.
- Conserve energy.
- Provide maintenance services at the least possible cost.
- Provide maintenance services at the highest level of quality.
- Integrate maintenance services with parking operations as needed.
- Integrate maintenance services with security operations as needed.

8.18.1 Maintenance Services: Include, but are not limited to the following:

- Development of policies and procedures -To include Energy Management, Environmental Quality, Water Efficiency, Sustainability, Green Cleaning Practices and Innovated Operations Management. (EPA [Strategic Sustainability Performance Plan](#)-SSPP). The County would like the Maintenance Contractor to be able to complement the activities of the soon to be attached LEED Gold Justice Building.
- Implementation of a Computerized Maintenance Management System (CMMS)-For delivering high quality maintenance planning and preventive maintenance services that can be audited against established standards and deliver these services in a cost-effective manner with full reporting, communication and accountability to the County.
- Maintenance and repair of all equipment associated with the upkeep of the parking deck, including parking access and revenue control equipment.
- Warranty follow-up services
- Preventative Maintenance procedures on all equipment
- Maintenance and cleaning of all Surfaces and Fixtures
- Daily:
 - Empty trash bins for entire deck and dispose of trash.
 - Check illuminated emergency and parking signage.
 - Remove debris from entrances, lobbies, floors, stairs, landings, elevators.
 - Inspect sanitary facilities.
 - Inspect elevators for proper operation.
- Weekly:
 - Sweep and pick up trash around curbs, floors, entrances, etc.
 - Check/clean floor drains and remove any obstructions.
 - Clean elevator walls and windows
 - Clean lobby/office walls and windows
 - Clean debris from expansion joints
 - Check handrails and barrier cable for tightness.
 - Eliminate tripping hazards.
 - Remove graffiti or other deck marking.
 - Remove ponding water.
 - Snow removal and/or application of ice-melt using approved methods and materials (as required). Remove snow from all entrances, exits, drive lanes, pedestrian areas, elevator lobbies, deck levels, etc. Contractor should use rubber-tipped snowplows to prevent damage to the existing structure and waterproofing elements. Ice melt materials are prohibited from containing sodium chloride/
- Monthly:
 - Check operation of all lights and replace as necessary.
 - Clean/check all way finding signage.
 - Note any floor cracks/spalls or other deterioration.
- Annual:
 - Life safety inspections (sprinkler, fire, emergency response systems, vehicular restraint systems)
 - Repaint bollards, railings, etc.
 - Power wash parking areas

8.19 EXCEPTIONS: All building maintenance services will be covered under this Contract except for:

- Water and sewer lines outside the property boundary.
- Elevator Service (After initial 1 year installation warranty, Elevator Service and Maintenance is provided under General Services Contract).
- Telephone instruments or modems.
- Annual Fire Extinguisher Inspection will be provided for by General Services Contract.
- Landscaping Services around the exterior, ground level of Parking Deck and two attached surface lots.
- Maintenance and watering of deck planter areas.

8.20 REPORTING AND FISCAL MANAGEMENT: The Maintenance Contractor shall develop, implement and maintain effective programs for the standardization of maintenance. These programs shall be based on a computer-assisted system for maximizing cost and management effectiveness. These programs shall be designed to promote the longevity of equipment and buildings, reduce costly breakdowns, control costs and to meet emergencies. This program will include provisions for preventive and corrective maintenance. Development of the computerized maintenance management system, shared with the County which will include the capability to monitor and track the following as a minimum:

- Preventive maintenance guide, equipment reports, and operation and maintenance manuals
- Equipment inventory
- Equipment history
- Material inventory
- Material usage
- Labor hours and rates. A breakdown should be included for normal operating hours, after hours, and special events.
- Maintenance schedules
- Incident and vandalism reports (in conjunction with Security Services)
- Parking Equipment (in conjunction with Parking Operations Contractor) including a life-cycle cost analysis.
- To maintain complete and accurate records of all services provided.
- To validate the equipment warranties by performing all required preventive maintenance and required inspections.
- To provide these services in accordance with all codes and standards.
- The Energy Management and Conservation Program Reports are required under Executive Order E.O. 13423. This report gives federal agencies the opportunity to report on their efforts to reduce energy use at the facilities where they pay utility bills. (These annual reports meet EPA's reporting requirement for E.O. 13423 and previous executive order reporting requirements).
- The Contractor shall provide strong and continued attention to fiscal responsibilities. The fiscal objectives are:
 - To strive for increased effectiveness at less cost through improved management and engineering practices.
 - To promulgate written instructions necessary to the fiscal management of operations, maintenance, equipment and supplies.
 - To comply with County's established fiscal control systems and directives.
 - The Contractor shall prepare financial and statistical data to assist County in developing maintenance budgets.
 - Achieving cost reductions where attainable without sacrifice of proper maintenance

8.21 STAFFING: The Maintenance Contractor is to provide maintenance services with on-site, qualified and skilled professionals. These professionals shall be skilled in all technical systems necessary. The Supervisor must have authority to commit the resources of the corporation and is responsible for the daily

operation of the maintenance services. The Maintenance Supervisor shall be responsible for maintenance and supervision during normal maintenance operating hours.

The Maintenance Contractor shall service the parking deck during the following schedules:

8.21.1 Daily Operating Hours, Monday through Friday, 8:30 A.M.-5:30 P.M. (40 hours/week)

- The Contractor shall submit a staffing plan that outlines proposed staff and duties of for parking deck during daily operating hours.
- Daily operating hours may be covered by several shifts/employees, as determined by the Maintenance Contractor. No overtime will be paid. See Non-Reimbursable Expenses. Any employee on site must be actively engaged in maintenance operations.
- At a minimum, the following staff must be provided:
 - One (1) On-Call Maintenance Supervisor available Monday through Friday 8:30 A.M.-5:30 P.M., and
 - One (1) On-Site Maintenance Staff, Monday through Friday 8:30 A.M.-5:30 P.M.
- At no time shall the parking deck maintenance staff be less than the specified minimum.
- The Maintenance Supervisor is required to have a telephone response time of five (5) minutes, and as necessary an on-site response time no greater than 30-minutes during daily operating hours of Monday through Friday, 8:30 A.M.-5:30 P.M.
- If an employee does not arrive as scheduled, the Maintenance Contractor is responsible for a staff replacement within 2 hours of expected start time. The Maintenance Contractor will make invoice adjustments for any deviations from the schedule. The Maintenance Supervisor shall notify the County anytime staff is not onsite as scheduled.
- The Maintenance Contractor is responsible for Reporting and Fiscal Management requirements of this RFP.

8.21.2 On-Call Situations (outside the daily operating schedule)

- There may be emergency situations which require attention from Maintenance Contractor outside the daily operating schedule.
- The On-Call Maintenance Supervisor is required to have a telephone response time of five (5) minutes, and as necessary an on-site response time of determined staff no greater than one (1) hour.
- Depending on the emergency, the Maintenance Contractor may direct specific staff to respond. Responding Staff must have the authority and repair expertise necessary to correct the situation.
- The Contractor shall submit a staffing plan that outlines proposed staff and duties of for Maintenance during On-Call situations.

8.22 TRAINING: The Maintenance Contractor is expected to be well qualified and possess the necessary experience to meet the needs of this RFP. The Maintenance Contractor shall provide a continuous training program for staff in the following areas:

- Training relative to working in parking deck environment.
- Technical Training.
- Safety Training-The Contractor shall advise and implement casualty prevention and control programs and measures in contribution to structurally and functionally safe facilities and equipment. The Contractor shall assist in the administration of casualty prevention, electrical safety and control programs to include:
 - Assistance with written fire programs.
 - Training of staff in emergency responsibilities.
 - Format and content of inspections, tests and drills.
 - Liaison with insurance and regulatory organizations.
 - Reduction of safety hazards (mechanical and electrical).
 - Contribution to the preparation of disaster plans.
 - Provision of emergency services and utilities.

- The Contractor's Supervisor shall be available to serve as a member of the Safety Committee if directed by County.

8.23 CONTRACTOR'S RESPONSIBILITY: The Maintenance Contractor shall be solely responsible and liable for the following:

- **Initial Services** - As necessary the Contractor shall assist the County in the start-up phase of the parking deck. Coordination with equipment vendors-setting up the required PARCS system, testing for operability, assistance in setting up card access systems, preparing the deck for operations including signage and operational review.
- **Equipment** - The Contractor will be responsible for vehicles, computers, tools, mobile telephones, office supplies and reference material to execute the work. These materials and supplies will remain in the ownership of the Contractor in case of termination. All vehicles used by the Contractor for maintenance duties shall be kept clean and bear the Contractors name and logo.
- **Building Information** - The Contractor shall organize and take receipt of all equipment operations and maintenance manuals, as-builts and training material. The Contractor shall become completely familiar with the operation of the building systems. The Contractor is responsible for all Maintenance Reporting and Fiscal Management.

8.24 LEED GOLD STANDARDS: Leadership in Energy and Environmental Design (LEED) is an internationally recognized green building certification system, providing third-party verification that a building was designed and built using strategies aimed at improving performance across all the metrics that matter most: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts. Developed by the U.S. Green Building Council (USGBC), LEED provides building owners and operators a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions.

The soon to be completed Justice Center structure has been built to LEED-Gold standards, the Parking Deck has not. The Maintenance service Contractor will be required to follow all "LEED Existing Buildings: Operations & Maintenance" practices as appropriate, including, but not limited to the following:

- Energy conservation to ensure efficient use of natural resources and reduced utility bills.
- Water conservation to ensure maximum efficiency and reduced utility bills.
- Stormwater management to limit disruption of natural watershed functions and reduce the environmental impacts of storm water runoff.
- Waste reduction, recycling, and use of "green" building and cleaning materials.
- Improved indoor air quality through the use of low volatile organic compound products and careful ventilation practices.
- Green Cleaning Policy-All buildings seeking LEED certification must have a green cleaning policy. 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. Typically, Green cleaning products have positive environmental attributes (e.g., biodegradability, low toxic, low volatile organic compound (VOC) content, reduced packaging, low life cycle energy use) and taking steps to reduce exposure can minimize harmful impacts to custodial workers and building occupants, improve indoor air quality, and reduce water and ambient air pollution while also ensuring the effectiveness of cleaning in removing biological and other contaminants from the building's

interior. Buying cleaners in concentrates with appropriate handling safeguards, and reusable, reduced, or recyclable packaging, reduces packaging waste and transportation energy.

Green Considerations:

- Product comes in concentrated form.
- Packaged in recyclable/reusable container (minimal waste)
- Has a low volatile organic compound level (VOC)
- Fragrance & color free
- All products are to be in original containers, or clearly marked.
- No chlorine, acetone, ammonia, aerosol, corrosive, or other hazardous chemicals allowed.

Green Equipment:

- Vacuum cleaners-HEPA filtration & low noise rated.
- Low noise rated carpet extractors and floor machines.
- Microfiber mops, wipes, duster cloths etc.
- Dual mop bucket systems
- Dilution and portion control systems

Durham County Environmental Policies and Guidelines: The County has adopted several policies and guidelines for its employees and contracted vendors that provide services to the County to follow:

- Greenhouse Gas Emissions Reduction Plan (9/2007)
- Water Conservation Policy (12/2007)
- Environmental Responsibility Expectation Policy for Employees (9/2009)
- Environmentally Preferable Purchasing-EPP (9/2009).

The County will continue to adopt policies and initiatives which will positively affect our environment.

Products and Use: Green cleaning products are designed to remove surface contaminants like soil particles and grease. Disinfecting cleaning products are meant to destroy microorganisms on surfaces. Commonly and publicly touched surfaces require disinfecting cleaning products. Other surfaces are to be cleaned with green cleaning products. All restroom dispensers attached to the building are expected to be filled by the Contractor.

Green Products: Examples shall include, but are not limited to the following:

- Glass Cleaners-3M Twist 'n Fill #3 Neutral Cleaner, Focus MP 11 Multi-Purpose Cleaner, Betco Green Earth Glass Cleaner.
- Multi-Purpose Cleaners-Brighton ECO Multi-Purpose Cleaner, Canberra All Purpose Cleaner.
- Bathroom Tissue-Must contain a minimum of 30% post-consumer content. American Paper Eco Green Bathroom Tissue, AmSan Renown Select Universal Bath Tissue, Hillyard Green Select Tissue.
- Paper Towels (Unbleached or non-chlorine beached)-Must contain 40-100% post-consumer content. American Paper Eco Green Multifold Towels, AmSan Renown Green Seal Certified Roll Towels, Kimberly Clark SCOTT Multi-fold Towels.
- Trash Bags and Can Liners-Which contain 10-100% post-consumer content.
- Concrete Floor Products-Daimer Industries Eco Green, Simple Green, Bio-Dry Powder (Requires no water).

Disinfectants: Certified Green products are not available for all cleaning purposes at this time. Currently the Governmental Environmental Protection Agency (EPA) does not permit green certification of disinfectants. Until this change, and due to the public use of County Buildings, we identify the need to continue using disinfecting products in the cleaning of all publicly touched surfaces and restrooms.

Antibacterial Products: These products are required in all hand soap dispensers. The Contractor is to supply and utilize disinfecting and antibacterial products which meet the following requirements:

- **Disinfecting Cleaners-**Disinfectant which has a broad spectrum kill of micro-organisms including HIV, H1N1, MRSA, Rotavirus and more. It must carry a registration number from the EPA on its label. Johnson Wax-Virex TB or Virex 11 256.
- **Antibacterial Hand Soaps-**Kills bacteria and microbes. GoJo, Pure & Natural Liquid Soap, Sani-Fresh, Kim Care.

8.25 Parksmart Certification: Durham County may in the near future pursue to achieve Parksmart certification and therefore Contractor will need to ensure they can or will be able to provide certain operational processes to achieve credit points for Parksmart certification.

8.25.1 Cleaning procedures – occupied spaces: Contractor must implement environmentally safe cleaning procedures, systems, and supplies for occupied spaces by following the summarized points below:

- Train all personnel to properly use, maintain, and dispose of all cleaning products within the facility's occupied space. This includes written policy directives, guidelines, training, and manuals to ensure proper implementation.
- 75% (by cost) of all cleaning products must be allowed by Parksmart Cleaning Procedures – Occupied Space Guidelines.
- 75% (by cost) of all hand cleaning products must be allowed by Parksmart Cleaning Procedures – Occupied Space Guidelines.
- If using hand cleaners:
 - Provide copies of the invoices from the cleaning supply distributor(s) detailing purchasing activities of ALL hand cleaners that are used in the occupied spaces. Invoices must be provided for 3 months prior to the preliminary review submission.
 - A table summarizing the hand soaps information contained in the invoices demonstrating that 75% of hand cleaners meet at least 1 of the green cleaning standards.
- If using chemicals to clean:
 - Provide copies of invoices from the cleaning supply distributor(s) detailing purchasing activities of ALL cleaning supplies that are used in the occupied spaces. Invoices must be provided for the 3 months prior to the preliminary review submission.
 - A table summarizing the information contained in the invoices. One column must list the cleaning products and costs associated with agents that meet 1 of the green cleaning standards and 1 column must list the products and costs of those agents that do not meet any other green cleaning standards.

8.25.2 Cleaning procedures – Parking Decks: To achieve full points of this section, specific actions for oil degreasing, power washing, and sweeping mechanisms must be implemented.

- **Oil degreasing:** parking structure must be spot cleaned for oil spills at least twice a year with an environmentally safe oil degreaser.
- **Power washing:** when pressure washing, the pressure washing technologies being used must capture wastewater through sump pumps or vacuum pump, preventing it from running off into storm drains and/or connecting streets. The collected wastewater is disposed of in compliance with local, state, and federal regulations. All cleaning supplies used in the wash down process are environmentally safe.
- **Sweeping:** the parking structure is swept at least every month by an electric or propane sweeping mechanism and debris is disposed of properly; or the parking structure is scrubbed with a power scrubber regularly, decreasing the amount of wash downs needed each year and conserving water. Any scrubbing debris or waste is properly disposed of. Furthermore, all cleaning supplies used in the power scrubbing process are environmentally safe products.

8.25.3 Credentialed Management: Operator must employ a parking structure manager or director who spends a minimum of 16 hours per month engaged in activity specific to the garage with one of the following designations:

- LEED AP professional credential
- LEED Green Associate professional credential
- Certified Administrator of Public Parking, International Parking Institute with documented sustainability curriculum
- Certified Parking Professional, National Parking Association with documented sustainability curriculum.
- Parksmart Advisor, Green Business Certification Inc.

8.26 COMPENSATION: Per the duties set forth in this RFP, the County shall reimburse the Maintenance Contractor an agreed compensation for staff requested during normal operating schedule.

The County shall only reimburse for hourly rate incurred as requested by employees for the time they are scheduled and directly engaged in providing maintenance services on location at the Justice Center Parking Deck, Queen Street Parking Deck, and 500 Block Parking Deck.

Approved timesheets showing reconciliation and variance explanations for actual worked hours vs. scheduled and/or budgeted hours shall be provided prior to approval of reimbursement.

8.25.1 Non-Reimbursable Expenses-Non-reimbursable expenses include, but are not limited to:

- The County shall not reimburse the Contractor for overtime wage costs, unless: (a) such costs were incurred in emergency actions, or (b) the County provided advance approval in writing of such costs.
- There shall be no reimbursement for costs incurred as a result of the Emergency Actions caused by the negligence or willful misconduct of the Contractor or its employees.
- Employee training or industry standard management certification.
- The cost of equipment maintenance or repairs caused by the negligence or willful misconduct of the Contractor.
- Purchase, maintenance and fueling of vehicles required.
- Employees not identified in the Approved Staffing Plan.
- Cost of additional telephone, radios, cell phones, Internet or communications lines, devices or services not identified as supplied by the County. Long distance or chargeable call expenses.
- Meals, travel costs, gratuities or gifts. This includes food, water and break room supplies.
- Procedural auditing by non-County assigned staff.
- Legal or union representation expenses.
- Late fees, interest, penalties, fines or finance costs.
- Computers and office equipment.
- Uniforms and uniform cleaning expenses.
- Insurance, including all requirements of this RFP.