

DOCUSIGN

INTERNAL CONTRACT REQUISITION FORMCONTRACTOR/VENDOR NAME: DeWhit Facility Services LLC.VENDOR # 1000017602

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING ON BEHALF OF THE CONTRACTOR):

Print Name: Charles EppsE-Mail Address: cepps@dewhit.comTYPE OF CONTRACT: New Renewal ☒ Amendment ☐ Services ☒ Goods ☐ Consulting ☐ Construction ☐ Lease ☐ OtherSCOPE OF WORK: RFP 21-011, Janitorial Services at Various County FacilitiesCONTRACT AMT: \$235,800.84CONTRACT TERM: July 1, 2022 – June 30, 2023RFP/IFB/RFQ#: 21-011 (Year 2)FUNDING SOURCE: General ☒ State ☐ Federal ☐UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES ☒ NO ☐

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4190520096	5200160100			0026	\$172,776.84		Admin. II
2	1001010000	4190520096	5200160100			0026	\$48,024.00		COVID-19 Related
3	1001010000	4190520000	5200160100			0026	\$15,000.00		Special Services

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

COUNTY ATTORNEY

Signature: _____ Date: _____

Contract Requires BOCC Approval? YES ☐ NO ☒ Date of BOCC Approval: 5/10/2021

Reviewing Attorney: _____ Date: _____

REQUISITIONER

DocuSigned by:

PRIOR APPROVAL

DocuSign E-Signature: Tom Kutch Date: 7/1/2022Print Name/E-Mail: Tom Kutch tkutch@dconc.gov

DocuSigned by:

PURCHASING MANAGER

Angela Perry

Date: 7/29/2022

F62D6F03D73F97 E-Signature

DocuSigned by:

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: Motiryo Keambiroiro Date: 8/1/2022Print Name/Title: Motiryo Keambiroiro, Director of General ServicesE-Mail Address: mkeambiroiro@dconc.gov

DocuSigned by:

CHIEF FINANCIAL OFFICER

Susan Tejai

Date: 8/1/2022

8D766A65026745 E-Signature

DocuSigned by:

COUNTY MANAGER

Dr. Kimberly J. Sowell

Date: 8/5/2022

62BF0A031C694693 E-Signature

Additional Comments/Instructions by Department:

CLERK TO THE BOARD

Date: _____

DocuSign E-Signature

Purchasing Comments: COMP

FUNDS RESERVATION# 23-114



COUNTY OF DURHAM

Purchasing Division of the Finance Department
 201 East Main Street 7th Floor, Durham NC 27701
 919-560-0051(Telephone); 919-560-0057(Fax)


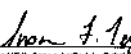
Funds Reservation 2300000114

General Data			
Company code	DCNC	Document date	07/29/2022
		Posting date	07/29/2022
More Data			
Text	SERVICE CONTRACT RENEWAL 07/01/22 - 06/30/23		
Overall Amount	235,800.84 USD		
To Approve	0.00 USD		

Document item 001			
Text	JANITORIAL SERVICES @ ADMIN II		
Fund	1001010000	Funds center	4190520000
Cost Center	4190520096	G/L account	5200160100
Vendor	1000017602	Vendor Name	DEWHIT FACILITY SERVICES
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	172,776.84 USD		
Open amount	172,776.84 USD		
To approve	0.00 USD		

Document item 002			
Text	JANITORIAL SERVICES -COVID19 RELATED		
Fund	1001010000	Funds center	4190520000
Cost Center	4190520096	G/L account	5200160100
Vendor	1000017602	Vendor Name	DEWHIT FACILITY SERVICES
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	48,024.00 USD		
Open amount	48,024.00 USD		
To approve	0.00 USD		

Document item 003			
Text	JANITORIAL SERVICES- SPECAL SERVICES		


 PURCHASING OFFICER

 CHIEF FINANCIAL OFFICER



COUNTY OF DURHAM

Purchasing Division of the Finance Department
201 East Main Street 7th Floor, Durham NC 27701
919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 2300000114

General Data

Company code	DCNC	Document date	07/29/2022
		Posting date	07/29/2022

More Data

Text SERVICE CONTRACT RENEWAL 07/01/22 - 06/30/23

Overall Amount 235,800.84 USD

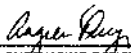
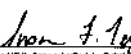
To Approve 0.00 USD

Fund	1001010000	Funds center	4190520000
Cost Center	4190520000	G/L account	5200160100
Vendor	1000017602	Vendor Name	DEWHIT FACILITY SERVICES
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	

Amount 15,000.00 USD

Open amount 15,000.00 USD

To approve 0.00 USD


PURCHASING OFFICER

CHIEF FINANCIAL OFFICER

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services Post Office Box 13941 Durham, NC 27709 919 281-4500	CONTACT NAME: NC Certificate Team PHONE (A/C, No, Ext): 919 281-4500 FAX (A/C, No): 8887468761 E-MAIL ADDRESS: nccertificateteam@mcgriff.com																					
INSURED DeWhit Facility Services, LLC 3500 Westgate Drive Suite 703 Durham, NC 27707	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Middlesex Insurance Company</td><td>23434</td></tr> <tr> <td colspan="2">INSURER B : BusinessFirst Insurance Company</td><td>11697</td></tr> <tr> <td colspan="2">INSURER C : Hartford Fire Insurance Company</td><td>19682</td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Middlesex Insurance Company		23434	INSURER B : BusinessFirst Insurance Company		11697	INSURER C : Hartford Fire Insurance Company		19682	INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A : Middlesex Insurance Company		23434																				
INSURER B : BusinessFirst Insurance Company		11697																				
INSURER C : Hartford Fire Insurance Company		19682																				
INSURER D :																						
INSURER E :																						
INSURER F :																						

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	A0164947004	02/03/2022	02/03/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	A0164947001	02/03/2022	02/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		Y	A0164947005	02/03/2022	02/03/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	521197500100	02/03/2022	02/03/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Employee Theft			22TP029196620	02/03/2022	02/03/2023	\$1,000,000
A	Rented/Leased			A0164947003	02/03/2022	02/03/2023	\$5,000

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

A Waiver of Subrogation applies on the General Liability, Auto, Workers Compensation and Umbrella policies with respects to Durham County per written contract.

**** Workers Comp Information ****
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Durham County General Services
310 S. Dillard St.
Durham, NC 27701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert J. Thomas

© 1988-2015 ACORD CORPORATION. All rights reserved.

**NORTH CAROLINA
DURHAM COUNTY**

**CONTRACT AMENDMENT
DeWhit Facility Services LLC**

THIS CONTRACT AMENDMENT is made and entered into this 1st day of July, 2022 by and between the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") and DeWhit Facility Services LLC (hereinafter referred to as "**Contractor**").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated 07/01/21, for the provision of Janitorial Services at Various County Facilities, (hereinafter the "Original Agreement"); and

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

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

1. The Term of the Original Agreement is hereby extended through June 30, 2023.
2. The compensation paid to Contractor shall be an amount not to exceed \$ 235,800.84.
3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM

DocuSigned by:
By: Dr. Kimberly J. Sowell
8EBF0A6C1C89469...

Print Name/Title: Dr. Kimberly J. Sowell
County Manager

Date of Signature: 8/5/2022

CONTRACTOR

DocuSigned by:
By: Charles Epps
F12F744769D645C...

Print Name/Title: Charles Epps
President

Date of Signature: 8/1/2022

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

DocuSigned by:
Susan Tezai
88C114998067469...
Susan Tezai, Durham County Chief Financial Officer

July 1, 2021 – June 30, 2022 RFP No. 21-011, Janitorial Services DeWhit Facility Services					
	Building	Address	Schedule	Monthly Amount	Annual Total
1	Admin. 2	201 E. Man Street	Evening Service: Monday – Friday Day Porter Service (1 Day Porter): Mon-Fri, 9:00am-5:00pm COVID Porter Service (1 COVID Porter): Mon-Fri, 9:00am-5:00pm	\$18,400.07	\$220,800.84
2	Special Services		As Needed	N/A	\$15,000.00
					\$235,800.84

	Hourly Rates
Additional, Special, and/or Emergency Janitorial Services	Standard Rate: \$19.76/hr Weekend Rate: \$19.76/hr Overtime Rate: \$23.00/hr

	COVID Rates
As Needed COVID Disinfection Services	Electrostatic Spray Disinfection: \$.45/sf Additional COVID Porter Services: \$23.00/hr

	Floor Service Rates
Carpet, VCT Strip/Wax	Carpet Cleaning: \$.20/sf Strip/Wax: \$0.45/sf

Attached for Reference

DeWhit Facility Services
Initial Request
07/01/21



North Carolina
Durham County

CERTIFICATION

I, Monica W. Toomer, the duly appointed and qualified Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners authorized the County Manager to enter into contract for janitorial services at Durham County Buildings with A & B Cleaning Service, Inc., B & R Janitorial Services, CJ Enterprise Cleaning Services, DeWhit Facility Services, LLC., Environmental Service Systems, LLC., Freddrick's Housekeeping Services, LLC., Greens Commercial Cleaning, Inc., and authorized the County Manager to execute subsequent contract amendments if within the General Services Budget.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 10th day of May 2021.




MONICA W. TOOMER
Clerk to the Board of County Commissioners

**NORTH CAROLINA
DURHAM COUNTY**

**SERVICE CONTRACT
DEWHIT FACILITY SERVICES**

THIS CONTRACT is made, and entered into this the 1st day of July, 2021, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and **DEWHIT FACILITY SERVICES**, a corporation 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 and 2” (hereinafter collectively referred to as “Services”). Attachment 1 and 2 are hereby incorporated herein and made a part of this contract. 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 that the terms of this contract are complied with. 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. **TERM OF CONTRACT.** The Term of this contract for services is from July 1, 2021 to June 30, 2022 unless sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed Two Hundred Thirty Five Thousand, Eight Hundred & 84/100 Dollars (\$235,800.84) 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 and 2. 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 Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

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. 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 approximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR's performance during the execution of this Contract.

6. 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.

6.1 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.

6.2 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.

6.3 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.

7. TERMINATION.

7.1. 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:

1. 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 2. Deduct any and all expenses incurred by the County for damages caused by the Contractor's Event of Default; and/or 3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

7.2 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.

Termination of this Contract, under either section 7.1 or 7.2, shall not form the basis of any claim for loss of anticipated profits by either party.

8. 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.

9. 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.

10. 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.

11. 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.

12. NON-DISCRIMINATION IN EMPLOYMENT/EQUAL EMPLOYMENT OPPORTUNITY

(1) During the performance of this Contract CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sex orientation, gender identity or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment with regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to provide setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions

and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

13. EMPLOYMENT ADVERTISING REQUIREMENTS. CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham County Department of Social Services 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.

14. 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.

15. 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 to indemnify the County against any associated 4980H penalties. Please complete Exhibit A and return with this contract.

16. SECURITY BACKGROUND CHECKS. The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by

law.

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

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

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

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

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

17. 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.

18. 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 his 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.

19. MISCELLANEOUS PROVISIONS.

19.1. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARD ACT.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(d) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

19.2. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, CONTRACTOR must sign and submit to the COUNTY the Certification attached to this Contract as Attachment 2.

19.3. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulation issue pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act, if applicable

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

19.4. SUSPENSION AND DEBARMENT

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

19.5. CONTRACT CHANGES This Contract may not be changed or modified except in writing and by the consent of all parties.

19.6 DHS SEAL, LOGO, AND FLAGS

“The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

19.7. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

19.8. NO OBLIGATION BY FEDERAL GOVERNMENT “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this contract.

19.9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

19.10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (2 CRF 200.16)

The Contractor acknowledges that 2 CRF 200.216 (Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment) applies to this contract and Recipients and Sub-recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract or procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

19.11. DOMESTIC PREFERENCE FOR PROCUREMENTS (2 CRF 200.322)

The Contractor acknowledges and agrees to adhere, if applicable, to 2 CFR 200.322.

(a) As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

19.12. PROCUREMENT OF RECOVERED MATERIALS. (2 CFR 200.323)

The Contractor acknowledges and agrees to adhere, if applicable, to 2 CFR 200.323.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

**COUNTY OF DURHAM
ATTN: GENERAL SERVICES DEPARTMENT
310 SOUTH DILLARD STREET
DURHAM, NORTH CAROLINA 27701**

**DEWHIT FACILITY SERVICES
ATTN: CHARLES EPPS
3500 WESTGATE DR., SUITE 703
DURHAM, NORTH CAROLINA 27707**

24. HEADINGS. 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.

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. ENTIRE CONTRACT. This contract, including Attachment 1 and Attachment 2, 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.

DocuSigned by: AM
Claudia O. Hager
2B24CE2253F7468...
Durham County Manager
Date: 7/23/2021

DocuSigned by: CITY SERVICES
Charles Epps
F12F744769D645C...
Authorized Representative
Print Name and Title: Charles Epps President
Date: 7/21/2021

This instrument has been pre-audited in the manner required by the Local Government Budget

DocuSigned by: Budget Control Act.
Susan Tejai
89F38A960267458...i, Durham County Chief Financial Officer

SCOPE OF SERVICES

RFP No. 21-011

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

- 1.0 **PURPOSE:** The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide Janitorial Services for approximately twenty-two (22) Durham County Buildings and the Memorial Stadium. This service will include all interior areas of the Durham County Buildings (exception of mechanical areas and other unauthorized areas) and incidental exterior tasks such as trash cans and litter.

- 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. To ensure receipt of timely payment, Monthly invoicing shall include the following:
 - ✓ The word "Invoice" must be stated at top of billing
 - ✓ Durham County's Funds Reservation Number (assigned each contract year)
 - ✓ Dates of Service
 - ✓ Building Name
 - ✓ Service Completed
 - ✓ Bill Rate
 - ✓ Total
 - ✓ MWBE Forms as necessary

- 3.0 **TERMS OF CONTRACT:** The initial term of the contract will be from **Date of Award** through **June 30, 2021** with the option to renew up to four (4) additional terms in one-year increments (July 1st through June 30th), for a total possible life of five terms (5 years) at the sole discretion of the County. The County shall make notice of such intent to renew approximately sixty (60) days prior to the expiration of the current term. Any renewal shall be based on satisfactory performance by the Contractor(s) during the previous years for the services provided. Other than provided herein, service rates will remain firm for the term of the contract, including any renewals.

- 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:** Each facility will have a designated representative that the janitorial staff will interact with for day to day coordination purposes (i.e. facility requested services, work order placement, etc.). Quality Control &

Contract Specialist, Joel T. Jones, is identified as the County's overall designated representative for this contract:

Joel T. Jones, Quality Control & Contract Specialist

Phone: 919-560-0467 Email: jtjones@dconc.gov

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

7.0 **WORK REQUIREMENTS:** It is the intent of the County that premises be maintained at a high standard of cleanliness. The Janitorial Scope of Services in conjunction with the attached "Detailed Janitorial Service Frequency & Specifications" and "Memorial Stadium Scope" is intended to indicate the required minimum level of services. All items not specifically included but found to be necessary to properly clean the buildings and stadium, shall be included. It is understood that complete and satisfactory service will be provided as required and extends beyond the specifications listed.

Reference the:

- DETAILED JANITORIAL SERVICE FREQUENCY & SPECIFICATIONS
- MEMORIAL STADIUM SCOPE
- Green Cleaning Policy
- HIPPA Policy
- Security Policy

8.0 **SCHEDULES/TIMELINES FOR BUILDINGS:**

- A. Evening Services: Janitorial schedules vary between the buildings. Unless otherwise noted, evening janitorial service is typically performed after the close of building operations, between the hours of 5:00 PM & 11:00 PM.
- B. Daytime Services: Due to business operations and security issues, some County locations require daytime services versus evening services. Some janitorial services (i.e. annual floor care, etc.) will still need to be scheduled for afterhours. Contractor and site contacts are to be in communication to complete janitorial services with the least amount of disruption to the general public and business operations.
- C. Day Porter Services: Day Porter Services are requested at several locations. The schedule is predetermined and is not to be adjusted by onsite or janitorial staff without written permission. Typically, the Day Porter is responsible for "tidy up" and re-stocking service to all public restrooms, keeping entrances clean, special clean ups, and

cleaning areas not accessible by the evening janitorial staff. Day Porter Staff must have a means of communication when needed, such as contractor provided cellular telephone or radio by which designated site representative can contact. The Day Porter is expected to return phone calls or voice mail messages in a timely manner. Cellular telephone number is to be provided to the County within 10 days of contract execution.

- D. COVID Porter Services: As a means to prevent the spread of COVID-19, high-traffic facilities will require a COVID-Porter, which is to be provided by the contractor. The COVID Porter's main responsibility is to circulate through the facility while wiping down/disinfecting commonly touched surfaces during regular hours of facility operation. The COVID Porter may also be required to address areas of concern, such as complete disinfection of individual offices following a probable or confirmed case. The COVID Porter is to be properly equipped with personal protective equipment (PPE) and sufficient tools/apparatus to perform disinfection in accordance with CDC Guidelines.

*Note: COVID-Porter services are separate/independent of normal Day-Porter services. The COVID-Porter must also have a means of communicating (radio/cellular telephone) with the designated site representative.

- E. County Holidays: Annually the County is closed for ten (10) to eleven (11) holidays. No janitorial services are required while the County is closed for holidays unless directed by the Designated Contract Representative. The exact holiday dates will be shared with the awarded Contractor(s). Often, this is an opportune time to preform additional detailed services such as floor stripping/waxing. If the contractor chooses to perform additional services during designated County holidays, it must first be approved by the Designated County Representative at no additional cost to the County.

Many of our County buildings are occupied by State employees. The State may operate on a different schedule than the County, including Holidays. The Contractor is only excused from service on the dates recognized in the County designated holiday schedule.

Some County locations/departments will be closed to the public for additional holidays or staff days. If janitorial is typically scheduled on these days, the Contractor should use these days to complete more detailed janitorial specifications such as blind cleaning, upholstery and carpet spot cleaning, etc.

- F. When Durham County is closed, has a delayed opening or closes early: If the County is closed, has a delayed opening, or closes early due to weather, building or security situation, notification will be made as soon as possible to the Janitorial Contractor. Janitorial employees are expected to make all reasonable attempts to report for duty as scheduled, and except in an emergency, stay on site until their supervisor releases them from duty. If the County or a specific building closes, and janitorial services are not provided, invoicing should be pro-rated to reflect services not performed.

Closing information is typically posted in these 3 locations:

- CALLING the Durham County Employee Message Line at (919) 560-0028
- VISITING the Durham County Government main page at www.dconc.gov

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

The Janitorial Contractor is responsible for contacting site representatives so there is no misunderstanding in the janitorial service schedule.

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

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

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

Exceptions

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

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

Training can be achieved through a combination of sources including janitorial supplier training, community college courses, training manuals, watching training videos, and on-site training.

Resources for Training Organizations:

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

Training/Safety Requirements:

- The Contractor's onsite supervisor shall be fluent in the English language, and any other language spoken by its janitorial staff. If fluency is in a language other than English, then the Contractor shall provide training to staff in both/all languages.
- Contractor must ensure that all employees and representatives are trained to recognize and understand the Universal Safety Symbols.

- Contractor's employees will not place or use mops, brooms, signage or any equipment in traffic areas or other locations in such a manner as to create safety hazards.
- All unsafe working conditions brought to the Contractor's attention must be corrected immediately.
- Contractor's employees shall provide, place, and remove warning signs for wet or slippery areas.
- All liquid materials stored in County facilities must be stored in original containers and/or clearly labeled. No unmarked containers permitted.
- No unauthorized items, personal objects food or beverages can be stored in janitorial closets.
- **Bloodborne Pathogen, Bodily Fluid Guidelines and Exposure Control Plan (ECP)**-The Contractor's staff shall be trained and comply with the Blood Borne Pathogens, Bodily Fluid Guidelines and have an Exposure Control Plan (ECP) to control the hazards of occupational exposure to blood borne pathogens as they pertain to the cleaning, training, and safety for all employees engaged in janitorial services.

Janitorial staff come in contact with body fluids (e.g., feces, nasal secretions, saliva, sputum, sweat, tears, urine and vomitus), or discarded items (e.g. needles, syringes, condoms, diapers, objects, materials or fluids that may be contaminated with blood). Bodily fluids and secretions do not qualify as regulated waste under the Bloodborne Pathogens Standard, but danger could exist. The greatest risk of infection transmission is through percutaneous exposure to infected blood.

If waste is visibly contaminated with blood, the janitorial staff are required to have Personal Protective Equipment (PPE) (e.g., impervious materials for barrier precautions-gloves, masks, shoe protection, red biohazard bags) and work practices/training in place (e.g., trash technique changes for handling of sharps, trash technique for handling biohazard material) to protect themselves and safely disinfect the area.

One janitorial closet in each building should be designated by the janitorial staff to hold response supplies for the cleanup of blood borne and biohazard spills. Supplies shall meet OSHA recommendations and contain ample supply of biohazard resistant components.

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

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

- 12.0 SAFETY DATA SHEETS (SDS):** Contain facts about potential hazards of products used by the Janitorial Contractor. The sheets explain to employees and to emergency personnel the best way to use, store and handle the product, but more importantly, how to work safely with the product. The information contained on the SDS, applies to people who are exposed to these products for a prolonged period of time and are not highly pertinent to a visitor or to a person with occasional exposure to the product.

ALL spray bottles and containers are to be marked with the name of the cleaning product and their use. In the event of an emergency, County staff should be able to open the janitorial closet and find a cleaning product that is clearly marked with the SDS name and cleaning purpose.

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

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

- 14.0 GREEN CLEANING PROGRAM:** Durham County is committed to its Green Cleaning program for Janitorial Services. Green cleaning is defined as cleaning to protect health without harming the environment. Green cleaning is a widely accepted movement that uses procedures and products to make cleaning for the health of building occupants, janitorial staff and the environment a primary concern. Durham County's goal is to eliminate harmful cleaning toxins and minimize resource consumption through product specifications and janitorial procedures. The Janitorial Contractor shall abide by the County's Green Cleaning Program (reference attachment #__) wherever feasible.

- 15.0 SECURITY CLEARANCE:** The Contractor is responsible for performing annual criminal history checks on all janitorial staff providing services under this contract. A criminal history will not automatically disqualify janitorial staff from employment on a County contract unless explicitly mandated by law. It is expected that the Contractor will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform janitorial services in Durham County buildings. Additional background screening may be necessary at specific county buildings.

The Contractor shall provide names of all employees in the janitorial communications log, and to the County Representative. This information shall be reviewed and updated annually.

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

- 16.0 VISIBLE IDENTIFICATION:** Janitorial staff shall clearly identify themselves with a company uniform, vest, apron, logo, etc. While onsite, all Contractor employees (including owners and sub-contractors) will be required to display proper visible identification on their persons. County issued identification/Access badges are to be worn around the neck or attached to an employee's clothing in a way that enables the badge to be viewed between the neck and waist on the outermost garment.

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

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

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

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

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

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

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

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

Contractor acknowledges that this process could be quite costly. Card Access ID badges are created by scheduling with County Representative (limited hours).

- No badge holder shall use his/her badge to allow access for another employee or person unless it is for escorting that person to a supervisor or other authorized person.
- No badge holder shall trade his/her Identification/Access badge or allow another employee or person to use their respective badge.
- Employees who report to work or an assignment without their assigned Durham County Identification/Access badge should be sent home to retrieve their badge. Continued failure to wear the Identification/ Access badge may result in disciplinary action up to and including dismissal.

A \$10.00 fee will be assessed for all lost or stolen replacement badge requests. There will be no fee assessed for badge requests that are due to documented name changes, facility transfers, a faded photograph or if the badge loses its functionality.

Reference Attachment C, County Identification Badge and Facility Access Policy for additional requirements and information.

- 19.0 SECURITY/INTRUSION SYSTEMS:** County buildings are equipped with intrusion systems. The awarded contractors(s) will be trained and provided codes by site contacts.
- 20.0 ENTRANCE DOORS:** All entrance doors are to remain secured while the Contractor is in the building. Do not hold open exterior doors for any reason. Do not assist entry of anyone.
- 21.0 PARKING:** The Contractor and their employees are required to park in legal public parking areas only. Janitorial staff do not have access to designated County employee parking spaces. The County will not be obligated to provide parking for Contractor's staff. The Contractor will be able to utilize designated loading/unloading areas but must move their vehicle to a public parking area after the vehicle has been loaded/unloaded. Parking on grass, sidewalks, curbs, driveways, or in reserved parking areas is not permitted, and subject to towing.
- 22.0 EMERGENCIES:** Emergencies involving water, power, securing exit doors, etc. should be reported immediately. An emergency "on-call" number will be shared with the awarded contractor(s). Leave a message with a return phone number if no answer is received. When your call is returned, explain the emergency in detail. The On-Call Staff will determine the necessary response. **For Emergency conditions such as Fire, call 911.**
- 23.0 REPORTING REPAIRS:** The Contractor shall report any repairs needed to the designated site representative via Janitorial Communications Log, email, or other means. (i.e. report broken dispensers, lighting, locks, slow drains etc.)

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

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

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

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

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

25.0 PROCESS TO REQUEST REMOVAL OR REASSIGNMENT OF JANITORIAL EMPLOYEE: Removal or reassignment of a janitorial staff member may be required at the request of the County as necessary for any reason-apparent or suspected behavior, unacceptable service work, or a conflicting in loco parentis situation.

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

Step One: County and Janitorial Owner to be in communication with each other as soon as possible.

Step Two: As necessary, each party is to investigate situation and create Incident Report/Written statement.

Step Three: As necessary, determine a resolution ASAP.

Step Four: Contractor must be prepared to train replacement personnel and have control of keys and card access badges.

It is important to note that janitorial employees work and report to the Contractor, not the County. The hours each janitorial staff works is as proposed and regulated by the Contractor.

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

27.0 PROPOSAL FORM(S): Each building has its own schedule and service considerations that affects pricing. Information gained during site visit and stated in Building Information will assist in completing the Proposal Form. See BUILDING INFORMATION & PROPOSAL FORM.

As indicated herein, Contractor(s) will be responsible for the complete cleaning of all buildings listed and as such shall properly inform themselves of areas to be cleaned, size of buildings, existing conditions, existing dispensers, etc. ***Failure to familiarize yourself with the buildings and conditions will not relieve the Contractor of their responsibilities under any contract.***

The Proposer is to photocopy the Proposal Forms, complete and submit for each building that the Proposer is interested in providing janitorial services for.

If a building requires Day Porter Services and/or COVID Porter Services in addition to Evening Services, the Proposer must submit pricing for all services listed in the respective form.

Each column on the proposal form is to be filled in by the Bidder (unless information is established and filled in by the County).

- Column 1
 - Determine and enter in this column (if not established and filled in by the County), the monthly labor hours required to complete janitorial specifications.
 - Contractors are expected to have staff onsite engaged in janitorial services for the labor hours indicated.
- Column 2
 - Determine and enter in this column the loaded hourly wage rate charged to the County.
- Column 3
 - Indicate the Monthly Lump Sum Cost for wages in this column (column 1 x column 2).
- Column 4
 - Indicate the Monthly Lump Sum Cost for all non-related labor costs-Supplies, equipment, uniforms, insurance, bonding and profit etc.

- This information is not needed for Day Porter Services, as these costs should be provided in evening service cost.
- Column 5
 - Total Monthly Lump Sum (column 3 + column 4).
- Column 6
 - Total Annual Lump Sum (column 5 x 12).

Failure to bid lump sum unit prices as requested may be grounds for rejection of the entire proposal as non-responsive.

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

There are circumstances which require additional janitorial services to be performed. The Contractor may be requested to provide janitorial staff to perform services outside of the regular schedule or contracted location(s), but within scope of services and detailed specifications. Outside of emergencies, examples of such additional/special services are to provide supplementary COVID porters at alternate/added locations (i.e. Courthouse, Community Shelter, etc.) during times of peak use.

The Contractor will make every effort to accommodate the County's requests for emergency clean up outside of normal hours within a reasonable time frame (4 hours). It is typical in these situations for the county to close or block off an area which requires emergency clean up, until the janitorial staff can address.

Note: Designated meeting rooms in county buildings are rentable to the general public. When janitorial services beyond the normal schedule are required, the janitorial contractor will be contacted by the Facilities Use Coordinator for coordination.

The cost of additional, special, or emergency janitorial services outside of regularly scheduled hours will be based on the contractor's fully loaded Man-Hour labor rate(s) requested on the respective proposal form. A minimum of two (2) hours may be invoiced to the County for additional, special or emergency Services.

Invoices resulting from Additional, Special, or Emergency Services are required to be invoiced separately from regular monthly invoices.

Attachment A**DETAILED JANITORIAL SERVICE FREQUENCY & SPECIFICATIONS**

It is the intent of the County that premises be maintained at a high standard of cleanliness. The Janitorial Scope of Services and Detailed Janitorial Service Frequency & Specifications is intended to indicate the minimum level of services. All items not specifically included but found to be necessary to properly clean the buildings, shall be included. It is understood that complete and satisfactory service will be provided as required and would extend beyond the specifications listed. The term "Clean" means the removal from the premises of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease, etc. The term "General Area" means conference rooms, lobbies, lounges, restrooms, break rooms, kitchens, and other areas outside personal offices or cubicles. The term "As Needed" refers to the service schedule required beyond the schedule of services listed.

Additional Notes: Some Durham County Buildings have a substantial amount of interior glass. All interior glass in entrances, main lobbies, sub lobbies, conference rooms and glass on routinely used doors are to be cleaned with Green cleaners to the typical height of 6' or to the closest natural glass break. Glass cleaning of individual cubicles and office windows will be the responsibility of the occupant/department.

Janitorial services do not include the sterilization of laboratories, medical devices, or cleaning of mechanical areas, storage areas and other unauthorized areas.

There are vending areas in many county buildings. The janitorial contractor is responsible for cleaning the exterior of the vending machines and the areas machines are placed.

Durham County buildings are visited by the community and inherently high volumes of janitorial supplies are used in areas accessed by the public.

Each Janitorial Service**Entrance Areas, Lobbies, All General Areas**

- Clean under and vacuum all entrance mats.
- Clean glass (up to 6' or natural break) in entrances, lobbies, conference rooms, hallways and general areas.
- Clean and dust tops and sides of accessible surfaces, including all furniture, table tops, cabinets, furniture bases, arms, window ledges, moldings, wall decor, TV's, projection screens, etc. on walls up to 6' in entrances, lobbies, conference rooms, hallways, general areas, stations or desks open to general areas.
- Pull out chairs, inspect under desks for debris and vacuum.
- Organize the chair up to the desk, leaving the chair out enough to keep the arm rests from going under the desk.
- Organize lobby, conference or break room chairs.
- Organize items left on counters and tables.
- Vacuum carpets. Especially traffic lanes, lobbies and entrance mats.
- Sweep and wet mop hard floors.
- Spot clean spills or stains on carpet and upholstery.
- Remove gum, grease or scuffs from floor surfaces.

- Disinfect all commonly touched surfaces (restrooms, elevator buttons, handrails, doorknobs, fitness equipment, counters etc.)
- Wipe all clear surfaces to a streak free shine.
- Refill or replace supplies in all dispensers.
 - Hand soap-fill dispensers, hand pumps and bottles at least once a week or more frequently if the containers go below half full.
 - Hand towels-Fill dispensers every service, without packing tight.
- Disinfect all sinks, counters, back splashes, outside of cabinets and appliances, tables, chairs, trash cans and all surfaces. Use sponge scratch pad with disinfectant to get built up debris and scum off of the sinks, faucets and counters. Rinse with water to remove the left over cleaner. Wipe all surfaces to a streak free shine.
- Clean under tables, chairs, corners, behind and around trash cans.
- Remove consumer trash.

Offices and Cubicles:

- Do not disturb any papers or personal property on desks, tables or cabinets.
- Occupants in cubicles or offices are responsible for cleaning and dusting their own desk, file cabinet, bookcases, glass, computer, wall décor etc.
- Dust tops of all cubicle walls.
- Pull out chairs, inspect under desks for debris and vacuum.
- Organize the chair up to the desk, leaving the chair out enough to keep the arm rests from going under the desk.
- Spot clean spills or stains on carpet and upholstery.
- Clean under tables, chairs, corners, behind and around trash cans.
- Remove consumer trash.

Restrooms, Fitness Areas and Locker Rooms:

- Refill or replace supplies in all dispensers.
- Toilet paper-Replace all rolls in dispensers which are below half. If a dispenser has two rolls, make sure at least one roll is new. Any leftover partially used rolls may be left on site (on top of dispenser or in determined location).
- Hand soap-fill dispensers, hand pumps and bottles at least once a week or more frequently if the containers go below half full.
- Wall mounted air fresheners-Change every 60-90 days or as necessary. Contractor is to maintain a service schedule for these products, marking the refill with install dates.
- Hand towels-fill dispensers at every service, without packing tight.
- Waterless urinals require slightly different cleaning techniques. See manufacturer's guidelines.
- Waterless urinal cartridges-Require correct model cleaning products and cartridges for daily, monthly, quarterly and bi-annual service as required by manufacturer. Contractor is to maintain a service schedule for these products.
- Remove feminine liners which have been used and replace with new liner. Open up liner for easier access by patrons. Never re-use feminine liners.
- Clean mirrors.
- Disinfect all fitness equipment surfaces.
- Disinfect all sinks, showers, counters, back splashes, cabinets and all surfaces. Use sponge scratch pad with disinfectant to get built up debris and scum around faucets and soap

dispensers. Rinse with water to remove the left over cleaner. Wipe all surfaces to a streak free shine.

- Disinfect toilets using a toilet brush (bowl mop) with disinfectant cleaner on the brush and clean the inside of the toilets. Clean under and around the rim and all the way to the bottom of the inside of the bowl.
- Fixtures-Clean the exterior of all fixtures including surrounding floor and wall areas.
- Disinfect stall doors and partitions, handicap bars, door pulls/pushes, dispensers, baby stations and other commonly touched surfaces.
- Sweep and mop floors thoroughly to include behind toilets, under sinks, behind and around trash cans, doors, edges and corners. Scrubbing as necessary to remove built up dirt.
- Remove consumer trash.

Blood Draw Room and Labs (in specified buildings):

- Janitorial is responsible for all the above requirements.
- Janitorial is not responsible for daily biohazard collection.
- Janitorial is not responsible for the sterilization of medical devices.
- Remove consumer trash.

Trash Removal:

- Janitorial is responsible for the removal of all consumer trash, with the exceptions of tobacco chew or cigarette waste.
- Janitorial is not responsible for collecting recyclable materials from individual offices.
- Janitorial is responsible for moving cardboard from primary collected location(s) to exterior cardboard dumpsters in select locations.
- Janitorial must break down all of their own empty cardboard boxes from supplies, etc. and leave them at designated recycling areas or place in cardboard dumpsters in select locations.
- NEVER put your hand inside a trash container to pull out debris.
- Empty trash cans and return cans back to their original spot (replace liners which are soiled, wet, torn or do not look in perfect condition). Keep extra trash liners in bottom of each trash container.
- Trash bags must never be set on carpet or dragged across any floors. The preferred method would be to take a wheeled trash barrow to the area where the trash is to be collected. While staging trash, set any trash bags on tiled areas in anticipation of leakage. Any leaks must be immediately cleaned up. Make sure the wheels on any trash container are clean and free from debris and do not create "garbo trash trail".
- Do not put loose trash in the dumpster. All trash is to be in a bag/liner. All bags must be tied and deposited inside the dumpster. Trash left on the ground is unacceptable. If dumpster is full, put your tied bag of trash in your janitorial storage area and immediately call on site representative to report and ask for instructions.
- Trash, cardboard dumpster and compactor doors must remain closed at all times.

Entering into employee cubicles or offices:

- Employees will signal when only trash removal is required by setting their trash can outside of their office or cubicle door. If this is done by the occupant, (whether you have a key/card access or not) do not enter the office space to provide janitorial services.
- If the trash can is not set outside the door or cubicle and you have key/card access, enter to provide janitorial services.

- Some locations utilize a “red dot” system. Doors marked with a red dot on door knob indicate these doors MUST be locked after cleaning (even if the door was not locked upon entry).

Weekly (or as needed)

- Detail vacuum carpet corners, under desks and hard to reach spots in all offices and areas.
- Detail clean hard floor surfaces, corners and hard to reach spots in all offices and areas.
- Clean walls, doors, door frames, light switches etc. in all offices and areas.
- Clean elevator floors, walls, doors, (disinfect) buttons and remove debris from tracks on each floor.
- Disinfect all sinks, counters, back splashes, outside of cabinets and appliances, tables, chairs, trash cans and all surfaces. Use sponge scratch pad with disinfectant to get built up debris and scum off of the sinks, faucets and counters. Rinse with water to remove the left over cleaner.
- Wipe all surfaces to a streak free shine.
- Clean under tables, chairs, corners, behind and around trash cans.
- Additional cleaning and disinfecting of fitness rooms.
- Additional cleaning and disinfecting of locker rooms.

Monthly (or as needed)

- Clean the interior and exterior of all desk style trash containers, and the exterior of all large recycling or other trash containers.
- Blind dusting, if applicable.

Annually

Hard Floor Care

- Floor care is required for all hard floor surfaces-slate, terrazzo, tile, VCT concrete etc., including grout.
- Floors are to be “top scrubbed” removing a layer of finish, dirt and debris.
- Top scrubbing is a green preferred procedure that avoids the use of toxic strippers.
- The floor is then recoated using the manufacturers recommended floor finish sealer (sheen TBD by site).
- Floors are to be maintained with five coats of floor finish.
- Determine correct procedure and product per surface manufacturer.
- Annual services are to be scheduled and completed prior to the end of annual contract (June 30th).

END OF DETAILED JANITORIAL SERVICE FREQUENCY & SPECIFICATIONS

Attachment 2

CERTIFICATION REGARDING LOBBYING
44 C.F.R. PART 18

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, DEWHIT FACILITY SERVICES, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

Charles Epps

F12F744769D645C... Contractor's Authorized Official
Charles Epps President

Name and Title of Contractor's Authorized Official

Date: 7/21/2021



REQUEST FOR PROPOSALS

JANITORIAL SERVICES FOR DURHAM COUNTY RFP No. 21-011

ISSUE DATE: September 27, 2020

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

Proposals will be received until 2:00 P.M., Eastern Time on November 3, 2020. The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide

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

Procurement Specialist: Candy Harmon
Purchasing Division
Email: purchasinggroup@dconnc.gov
Telephone: 919-560-0741

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

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

Firm Name: DeWhit Facility Services LLC

Date: 11/3/2020

Address: 3500 Westgate Dr. Suite 703

By: Charles Epps
(Name Typed/Printed)

Durham, NC 27707

Phone: 919-251-6187

(Signature in Ink)

Building Information & Proposal Form
Durham County Janitorial Services

(Admin2)

Building	Address	Service Schedule	Janitorial Sq. Ft.	# of Floors	Qty of RR/Fixtures (# does not include sinks in other areas)	# Janitorial Closets	Daily # of Emp/Guests	Door Mat Qty & Size to be provided by Janitorial
Admin 2	201 E. Main St.	Evening Service 5 Nights/Week Monday - Friday	138,656	8	20 RR 108 Fixtures	8 (one on each floor)	350/200	N/A
		Day Porter Service (1 Porter) 5 Days/Week Monday - Friday 8 hours; 9:00am-5:00pm						
		COVID Porter Service (1 Porter) 5 Days/Week Monday - Friday 8 hours; 9:00am - 5:00pm						

Floors are a combination of carpet, VCT, and ceramic tile; Building has three (3) sets of stairs; Total of four (4) elevators. All four are available to the public. Janitorial square footage includes all stairs. Janitorial square footage does not include mechanical storage, restaurant space, or underground parking.

Proposal Form

Building	Address	Service Schedule	Column 1 Monthly Total Labor Hours (Proposer to determine hours needed and enter here, if not listed.)	Column 2 Loaded Hourly Wage Rate (Charged to the County)	Column 3 Monthly Lump Sum Cost for Wages (Column 1 x Column 2)	Column 4 Monthly Lump Sum Cost for all non-related labor costs (Supplies, equipment, insurance, bonding, profit etc.)	Column 5 Monthly Total Lump Sum Amount (Column 3 + Column 4)	Column 6 Annual Total Lump Sum Amount (Column 5 x 12)
Admin. 2	201 E. Main St.	Evening Service 5 Nights/Week Monday - Friday	617.5-hours	\$14.00	\$8,645.00	\$3,073.47	\$11,718.47	\$140,621.64
		Day Porter Service (1 Porter) 5 Days/Week Monday - Friday 8 hours; 9:00am-5:00pm	174-hours	\$15.40	\$2,679.60	Included in cost above	\$2,679.60	\$32,155.20
		COVID Porter Service (1 Porter) 5 Days/Week Monday - Friday 8 hours; 9:00am - 5:00pm	174-hours	\$23.00	\$4,002.00	Included in cost above	\$4,002.00	\$48,024.00

I agree to furnish all supervision, labor, supplies, products, materials, equipment, uniforms, insurance, bonding and benefits, direct and indirect overhead costs etc. required to provide complete and efficient indoor janitorial service as specified in the RFP. I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

DeWitt Facility Services Company Name	11/2/2020 Date
 Authorized Signature	Charles Ennis Name (Printed)

Additional, Special, or Emergency Services Hourly Rate Form

Hourly rates for special services may or may not be the same Hourly Wage Rate used in the Building Information and Proposal Form, Column 2. Employee time sheets may be requested to verify justification of overtime rate to be paid. Contractors are encouraged to utilize time clocks or other means of electronic time keeping when practical.

Standard Hourly Rate: \$ 19.76

Weekend Hourly Rate: \$ 19.76

Overtime Hourly Rate: \$ 23.00

A minimum of two (2) hours may be invoiced to the County for Additional, Special or Emergency Services.

Invoices resulting from Additional, Special or Emergency Services require separate billing from regular monthly invoices.

I agree to furnish all supervision, labor, supplies, products, materials, equipment, uniforms, insurance, bonding and benefits, direct and indirect overhead costs etc. required to provide complete and efficient janitorial service as specified in the RFP.

DeWhit Facility Services LLC

Company Name



Authorized Signature

11/02/2020

Date

Charles Epps

Name (Printed)

As Needed - COVID Disinfection Services**Electrostatic spray disinfection service:**

In the event that departmental County Management confirms or suspects that an employee or patron is infected with COVID-19, thorough disinfection services may be requested from the Janitorial Contractor in the areas in which the individual had spent prolonged periods. For larger spaces such as conference rooms or a series of offices/lobbies, disinfection via electrostatic spray may be utilized if the janitorial contractor is equipped to provide such service.

If equipped, it may be possible that the Janitorial Contractor is requested to disinfect via electrostatic spray at locations other than their regularly contracted buildings. Disinfection requests via electrostatic spray that is not at the contractor's regularly contracted facility and/or is requested to be performed outside of normal service hours shall be billed in accordance with the rate as submitted this proposal form.

Electrostatic spray disinfection service rate: \$ 0.45 /per square foot.

COVID porter services (outside of regularly contracted buildings):

In some circumstances, a janitorial contractor may be requested to provide temporary staffing to facilitate COVID porter services in a facility that is not regularly maintained by a janitorial contractor (ex. Durham County Courthouse, Urban Ministries, etc.). If the contractor were to be requested to provide such services outside of their regularly contracted buildings, the contractor would be paid in accordance with the below quoted rate plus consumable supplies (wipes, towels, etc.). Proof of purchase for supplies invoiced and employee time record must be included in the contractors billing for verification prior to receipt of payment.

Additional COVID porter service rate: \$ 23.00 /per hour.

DeWhit Facility Services LLC

Company Name

11/02/2020

Date



Authorized Signature

Charles Epps

Name (Printed)

Contractor's Carpet Cleaning Rate Form

As part of the regular scope of services, the contractor is to provide an annual carpet cleaning (hot-water extraction method) at each facility.

Due to an undefined quantity of carpet square footages at each location, the contractor is to provide a flat rate (per sq. ft.) for carpet cleaning services. This rate will be utilized when the contractor is invoicing the County for carpet cleaning at the awarded locations. Field measurements will be taken prior to commencement of carpet cleaning to determine a total cost based on the contractor's flat rate. An amendment will be made to the contractor's contract to include the total cost of carpet cleaning once a total square footage is determined.

Carpet cleaning is to be coordinated with the facility representative and must be completed prior to the end of the contract term (June 30).

Additional carpet cleanings may be requested throughout the year, at an added cost to the County based on the contractor's standard rate.

Contractor's carpet cleaning standard rate (cost per square foot):

\$ 0.20

I agree to furnish all supervision, labor, supplies, products, materials, equipment, uniforms, insurance, bonding and benefits, direct and indirect overhead costs etc. required to provide complete and efficient janitorial service as specified in the RFP.

DeWhit Facility Services LLC
Company Name


Authorized Signature

11/02/2020
Date

Charles Epps
Name (Printed)

Contractor's VCT Tile Strip & Wax Rate Form

As part of the regular scope of services, the contractor is to provide an annual strip & wax of VCT tile at each facility.

Due to an undefined quantity of VCT square footages at each location, the contractor is to provide a flat rate (per sq. ft.) for stripping and waxing of VCT tile. This rate will be utilized when the contractor is invoicing the County for providing these services at the awarded locations. Field measurements will be taken prior to commencement of stripping/waxing to determine a total cost based on the contractor's flat rate. An amendment will be made to the contractor's contract to include the total cost of VCT maintenance once an overall square footage is determined.

VCT stripping & waxing is to be coordinated with the facility representative and must be completed prior to the end of the contract term (June 30).

Additional VCT stripping & waxing may be requested throughout the year, at an added cost to the County based on the contractor's standard rate.

Contractor's VCT Tile Strip & Wax Standard Rate (cost per square foot):

\$ 0.45

I agree to furnish all supervision, labor, supplies, products, materials, equipment, uniforms, insurance, bonding and benefits, direct and indirect overhead costs etc. required to provide complete and efficient janitorial service as specified in the RFP.

DeWhit Facility Services LLC
Company Name


Authorized Signature

11/02/2020
Date

Charles Epps
Name (Printed)

July 1, 2021 – June 30, 2022 RFP No. 21-011, Janitorial Services DeWhit Facility Services					
	Building	Address	Schedule	Monthly Amount	Annual Total
1	Admin. 2	201 E. Man Street	Evening Service: Monday – Friday Day Porter Service (1 Day Porter): Mon-Fri, 9:00am-5:00pm COVID Porter Service (1 COVID Porter): Mon-Fri, 9:00am-5:00pm	\$18,400.07	\$220,800.84
2	Special Services		As Needed	N/A	\$15,000.00
					\$235,800.84

	Hourly Rates
Additional, Special, and/or Emergency Janitorial Services	Standard Rate: \$19.76/hr Weekend Rate: \$19.76/hr Overtime Rate: \$23.00/hr

	COVID Rates
As Needed COVID Disinfection Services	Electrostatic Spray Disinfection: \$.45/sf Additional COVID Porter Services: \$23.00/hr

	Floor Service Rates
Carpet, VCT Strip/Wax	Carpet Cleaning: \$.20/sf Strip/Wax: \$0.45/sf



ATTACHMENT

MWBE Compliance Review Form - Agenda Action Form (AAF)

Department: General Services

Project Name: Janitorial Services for Durham County

Durham County hereby establishes the following aspirational goals, which may be adjusted from time to time as deemed necessary by the County Manager or designee.

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

Comments (To be completed by Purchasing):

In review of the MWBE compliance for RFP 21-011 Janitorial Services for Durham County, the following have been identified as MWBE businesses and will be in participation for this project.

- B & R Janitorial Services will be utilizing 100% MWBE certified Black American business to provide prime contractor services on this project.
- Fredrick's Housekeeping Services will be utilizing 2% MWBE certified Black American business to provide MWBE subcontracting participation on this project.
- Green Commercial Cleaning will be utilizing 100% MWBE certified Black American business to provide prime contractor services on this project.
- A&B Cleaning Service will be utilizing 100% MWBE certified Black American business to provide prime contractor services on this project.
- C J Enterprise Cleaning Services will be utilizing 100% MWBE certified Black American business to provide prime contractor services on this project.
- DeWhit Facility Services will be utilizing 100% MWBE certified Black American business to provide prime contractor services on this project.
- Environmental Service Systems will be utilizing 100% MWBE certified Black American business to provide prime contractor services on this project.

MWBE Compliance reviewed by the Durham County MWBE Management Team:

Rick Greene
Rick Greene, Asst. Procurement Manager

4/15/21
Date

**DURHAM COUNTY
NORTH CAROLINA**



**REQUEST FOR PROPOSALS
JANITORIAL SERVICES FOR DURHAM COUNTY**

RFP NO. 21-011

**Proposals Due:
November 3, 2020
2:00 Eastern Time**

JANITORIAL SERVICES FOR DURHAM COUNTY
RFP No. 21-011

BID SCHEDULE

(Note: The below dates are subject to change)

Advertisement Date	September 27, 2020
Pre-Proposal Conference Date	October 15, 2020 at 10:00 A.M. Eastern Time
Pre-Proposal Site Visit (immediately following Pre-Proposal Conference)	October 15, 2020 at 10:00 A.M. Eastern Time
Last Question Date	October 21, 2020 by 3:00 P.M. Eastern Time
Proposal Due Date	November 3, 2020 by 2:00 P.M. Eastern Time



REQUEST FOR PROPOSALS

JANITORIAL SERVICES FOR DURHAM COUNTY RFP No. 21-011

ISSUE DATE: September 27, 2020

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

Proposals will be received until 2:00 P.M., Eastern Time on November 3, 2020. The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide

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

Procurement Specialist: Candy Harmon
Purchasing Division
Email: purchasinggroup@dconc.gov
Telephone: 919-560-0741

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

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

Firm Name: _____

Date: _____

Address: _____

By: _____
(Name Typed/Printed)

(Signature in Ink)

Phone: _____



LEGAL NOTICE

JANITORIAL SERVICES FOR DURHAM COUNTY

RFP No. 21-011

The County of Durham will receive proposals for qualified Contractor(s) to establish a contract to provide Janitorial Services on November 3, 2020 at 2:00 P.M Eastern Time, in the Durham County Purchasing Division, 201 East Main Street, 7th Floor, Durham, North Carolina 27701. No proposals will be accepted after the official time and date.

A Pre-Proposal Conference will be held at 10:00 A.M. Eastern Time, on October 15, 2020, located in Durham County Purchasing Division's Conference Room, 201 East Main Street, 7th Floor, Durham, North Carolina 27701. Site Visits will be conducted immediately following the Pre-Proposal Conference on **Thursday, October 15, 2020** and **Friday, October 16, 2020**.

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

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

Publication Date: September 27, 2020