INTERNAL CONTRACT REQUISITION FORM

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CONTRACTOR/VENDOR NAME: ROBERT HALF INTERNATIONAL VENDOR #: 1000007304

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

	CHRIS MCCREA		chris.mccrea@roberthalf.com	half.com				6	1881
Frint Name	ne		E-Mail Address					,	
TYPE O	TYPE OF CONTRACT: New_	New Renewal	Amendment X Services X Goods_	rvices X_Goods Consulting	lting Construction	Lease Other	Ö.		
SCOPE	SCOPE OF WORK:	TEMP STAFFING	TEMP STAFFING-DESKTOP SUPPORT-IS&T	1					
CONTR	ACT AMT: (\$ 7	CONTRACT AMT: (\$ 72,000 + \$36,000) =total \$ 108,000	stal \$ 108,000	CONTRACT TERM: 01/22/18-04/03/20	l: 01/22/18-04/03/20	RFP/	RFP/IFB/RFO#: N/A		
FUNDIN	FUNDING SOURCE: General X	eneral X State_	Federal	UNIFORM GUIDAN	UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES	RES APPLIC		NOX	
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Contract Re	quires BOCC Approv	Contract Requires BOCC Approval? YES_NO X Date of BOCC Approval:	of BOCC Approval:		Reviewing Attorney:				Daty.
DocuSign	REQUISITIONER DocuSign E-Signature: Ki	REQUISITIONER DocuSign E-Signature: Kimberly Cook/IS&T Admin. Officer		Date: 11/19/19	PURCHASING MANAGER	MANAGER	Date:		
Print Nan	Pint Name/E-Mail: kcook@dconc.gov DEPARTMENT HEAD OR DESIGNEE	Cardconc.gov			Docusign E-Signature	re			
DocuSign	DocuSign E-Signature:			Date:	CHIEF FRICKCESH OFFICEA	TOTAL OF TAXABLE		Date:	
E-Mail A	Find Name/Title: Greg Marrow/Chief E-Mail Address: gmarrow/adconc.gov	E-Mail Address: gmarrow/adconc.gov	ation Officer		Docusign E-Signature	ature			
Addition	Comment				COUNTY MANAGER	IGER		.	
Please fo	rward executed co	Please forward executed copy to Kimberly Cook.	F7 6		Docusign E-Signature	re		l Date.	
					CLERK TO THE BOARD	BOARD			
FUNDS	FUNDS RESERVATION# <u>19-849</u>	ION# <u>19-849</u>			Docusign E-Signature	8		Date:	
Purchasin	Purchasing Comments:				IS&T DEPT				
	S Commonscient.							_Date:	

Docusign E-Signature

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE DIM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSU

offhur J. Gallagher & Co.		ierms and conditions of t atificate holder in lieu of a	NAME: Robert H	alf Certifical	hee		
Islifance Rinkare of CA Inc. Line	#07282	923	PHONE (AC. No. Ent): 818-5	20.4400		THE .	
05 N. Brand Boulevard, Suite 600 ilendale CA 91203			ADDRESS: roberth	of continue		AC. Not: 818-53	<u>9-1801</u>
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ACORD 25 (2016/03)

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COMMERCIAL AUTOMOBILE - BLANKET WAIVER OF SUBROGATION - POLICY EXCERPT

insured

Robert Half International, Inc.

Policy Number

7323-32-17

Policy Effective

June 1, 2019 - June 1, 2020; 12:01am Standard Time

Form Number

16-02-0292 (rév. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.) **Endorsement Effective**

Insured Robert Half International Inc. Insurance Company XL insurance America, inc.

Policy No. RWD3001140-03

Endorsement No.

Premium Included

WC 00 03 13 (Ed. 4-84)

Countersigned by_

© 1983 National Council on Compensation insurance.

From: Darby, Willie S. <wdarby@dconc.gov> Sent: Thursday, November 21, 2019 9:58 AM

To: Cook, Kim <kcook@dconc.gov>

Subject: RE: RHI AMENDEMENTS/BOCC WS DECEMBER 2, 2019/IS&T PRIORITY FIRST

Hi Kim:

The RHI Amendment which extends the contract to April 3, 2020 and increases payment to \$108,000. is hereby approved.

Thanks, Willie

WILLIE S. DARBY | SENIOR ASSISTANT COUNTY ATTORNEY



County Attorney

200 E. Main St., 2nd Floor Durham, NC 27701 Office - (919) 560-0709 Fax (919) 560-0719

NORTH CAROLINA DURHAM COUNTY

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this 14th day of November 2019 by and between the COUNTY OF DURHAM (hereinafter referred to as "County") and Robert Half International (hereinafter referred to as "Contractor").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated February 7, 2019, for the provision of Desktop Contracted Temporary Support (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 April 3, 2020.
- 2. The compensation paid to Contractor shall be an amount not to exceed \$ 108,000.00
- 3. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE. CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to "confidential information" or "personal identifiable information".

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

In consideration of the pursuit of current discussions and payment for the services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

3.1 <u>DEFINITIONS</u>. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that Derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 - 1. Information of the COUNTY or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
 - 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 - 3. Information contained in the COUNTY's personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 - 4. Citizen or employee social security numbers collected by the COUNTY.
 - 5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
 - 6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
 - 7. Any attorney/client privileged information disclosed by either party.
 - 8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
 - 9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
 - 10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

- 3.2 <u>RESTRICTIONS</u>. CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
 - Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
 - b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work

- contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantiality the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the Country's prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.
- 3.3 **EXCEPTIONS**. The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:
 - a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
 - b. Or becomes publicly known through no wrongful act of CONTRACTOR;
 - c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
 - d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
 - e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;

- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.
- 3.4 <u>REMEDIES</u>. CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.
- 3.5 <u>DATA SECURITY</u>. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affect persons, the CONTRACTOR shall bear the cost of the notice.

- 3.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of "confidential information" and "personal identifiable information", by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.
- 4. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM. It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County's contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County's contracting programs. As part of the implementation of the MWBE Program, Contractors shall complete Attachment 2 MWBE Utilization Form, to provide the percentage/dollar value being subcontracted to any minority or women-owned business being utilized on this contract. Attachment 2 is hereby incorporated herein and made a part of this contract.
- 5. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
- 6. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

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

COUNTY OF DURHAM	
By:	
Print Name/Title:	
Date of Signature:	
	This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
	Susan Tezai, Durham County Chief Financial Officer
CONTRACTOR	
Ву:	
Print Name/Title:	
Date of Signature:	

Attachment 1

STATEMENT OF WORK FOR SERVICE CONTRACT

This is a Statement of Work referred to in the Service Contract, dated November (the "Agreement"), by and between Durham County Information Systems ("you", "your" or "Client") and Robert Half International Inc., through its division Robert Half Technology ("RH"), which Agreement is incorporated into and made a part of this Statement of Work. This Statement of Work shall be effective as of the last date listed below after it is signed by both parties. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

Description of Services: Desktop Support

Services Start Date: 11/14/19

Estimated Timeline: 19 weeks and 1 day

Contract Amount: \$36,000

Job Skills: Service Desk, Active Directory

Job Responsibilities: Provide Desktop Support and Service Desk Analysis

Client Supervisor:

Name: Aaron Stone

Phone: 919-560-7085 Email: astone@dconc.gov

RH Account Representative: Name: Preston Yelverton

Phone: 919-782-5111

Email: preston.yelverton@rht.com

RH Assigned Individual:

Name:

Job Order:

Bill Rate:

Oneil Davy

\$47/hr

<u>Termination</u>: party.

Either party may terminate this Statement of Work by giving written notice to the other

The parties hereby concur to this Statement of Work.

Preston Yelverton

Assistant Vice President/Division Director – Infrastructure and Operations Robert Half

(p) 919.782.5111 (c) 252.531.7167 (e) preston.yelverton@rht.com

Technology

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Robert Half Technology | 4140 Park Lake Ave | Suite 500 | Raleigh | NC 27612 USA | www.rht.com

Orbes | 2019
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Robert Half is honored to rank No. 1 on Forbes' 2019 list of America's Best Professional Recruiting Firms.

Robert Half has once again been named to FORTUNE's "World's Most Admired Companies®" list, ranking first in our industry. (February 2019)



MWBE UTILIZATION FORM

This MWBE Utilization Form is Robert Half Technolog 11/19/2019 associated with County contracts.	У	of the contract between the (Contractor), whi is form is to assist in identifyi	ch contract is	dated
Note: If Purchasing has already BOCC contract approval, with the contract. Complet	please attach the	E pre-award compliance duri pre-award compliance form a of this form will not be requi	to this form and	and/or submit
Description of Services/Goods		IT Support		
Contract Amt\$36,000		Contract Term 19 wee	ks and 1 day	
Please check one:			2	
business enterprise or a non-p	a percentage of the rofit.	services/goods for this contract		
ousiness enterprise(s) identific	percentage of the ed below.	services/goods for this contract	to the minority-o	wned
Minority Business Enterprise Name, Address & E-Mail	Minority Category*	Description of Work	Percentage %	Dollar Value
*Minority Cotogoniese Plack/A Giana	(TD) 73			

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

Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

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

This form shall accompany all contracts submitted to Purchasing.