

**DURHAM COUNTY  
NORTH CAROLINA**



**REQUEST FOR PROPOSALS**

**Employee Wellness Clinic**

**Proposals Due:**

**December 20, 2021  
2:00 Eastern Time**

**PROJECT TITLE:**  
**Employee Wellness Clinic Services**

**BID SCHEDULE**

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

Advertisement Date	<b>November 29, 2021</b>
Proposal Due Date	<b>December 20, 2021</b>



## **REQUEST FOR PROPOSALS**

### **Employee Wellness Clinic**

**ISSUE DATE:** November 29, 2021

**ISSUING AGENCY:** Mark III  
211 Greenwich Rd  
Charlotte, NC 28211

Proposals will be received until 2:00 P.M., Eastern Time on December 20, 2021, the purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide **Wellness Clinic Services to Durham County Employees.**

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

**Mark III Wellness Coordinator**  
**Makenzie Correll**  
**Email: makenzie@markiiiieb.com**  
**Telephone: 980-521-4527**

Proposals shall be emailed to the Issuing Agency shown above, and the envelope shall bear the name of this Request for Proposals (RFP). It is the sole responsibility of the Proposer to ensure that his/her Proposal reaches the issuing agency by the designated date and hour indicated above.

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

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

(Name Typed/Printed)

Phone: \_\_\_\_\_

\_\_\_\_\_

(Signature in Ink)



## **LEGAL NOTICE**

**Project Title:  
Employee Wellness Clinic Services**

The County of Durham will receive proposals for qualified Contractor(s) to establish a contract to provide Wellness Clinic Services for Durham County Employees until December 20, 2021, at 2:00 P.M Eastern Time. **No proposals will be accepted after 2:00pm on December 20, 2021.**

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: 11/29/2021

## **INSTRUCTIONS TO PROPOSERS**

1. In order for a proposal to be considered, it must be based on terms, conditions and scope of services contained herein and must be a complete response to this RFP. The County may elect to require oral presentations after receipt of the proposals.
2. **PROPOSAL DUE DATE:** Proposals will be received until 2:00 P.M. Eastern Time, on December 20, 2021

Proposals must be emailed, or mailed to:

Mark III Employee Benefits  
Attn: Makenzie Correll, Wellness Coordinator  
211 Greenwich Rd.; Charlotte, NC 28211

[makenzie@markiiieb.com](mailto:makenzie@markiiieb.com)

Proposals shall be duly marked and/or identified with Proposer name.

3. **COMMUNICATION WITH PROPOSERS:** All communications between Mark III and prospective Proposers shall be in writing. E-mailed questions will be accepted and can be sent to [makenzie@markiiieb.com](mailto:makenzie@markiiieb.com). Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Makenzie Correll at the email address above. Questions and responses affecting the Scope of Services will be provided to all Proposers by issuance of an Addendum.
4. **LATE PROPOSALS:** Proposals received after the date and time specified will not be considered for award and will be returned to the Proposer unopened.
7. **VENDOR APPLICATION:** All Proposers shall complete and submit the Vendor Application along with the W-9 Form. This information will be used to create or update the County's electronic vendor database upon award of contract.
8. **MWBE REQUIREMENTS:** Proposals are required to make a good faith effort to include Minority and Women Business Enterprises (MWBEs) as part of their Proposal to provide services to the County.

Durham County hereby establishes the following goals for the expenditure of funds with MWBE firms. Questions concerning MWBE should be directed to Rick Greene, Assistant Procurement Manager, at [rgreene@dconc.gov](mailto:rgreene@dconc.gov); (919) 560-0059.

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

MWBE is a business that is at least 51% owned and controlled by minority group members or women. MWBE is bona fide only if the minority group or female ownership interests are real and continuing and not created solely to meet the MWBE requirement. In addition, the MWBE shall itself perform satisfactory work or service or provide supplies under the contract and not act as a conduit. The contractual relationship shall be bona fide owned and controlled as: (1) a sole proprietorship legitimately owned by an individual who is a minority group member or female; (2) a partnership or joint venture controlled by minorities and/or females; (3) a corporation or other entities controlled by minorities or females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities and/or females. These persons shall control the management and operations of the business on a day-to-day basis:

A person who is a citizen or lawful permanent resident of the United States and who is:

“Black American”; a person having origins in any of the black racial groups of Africa;

“Asian American”; A person having origins in any of the original peoples of the Far East, Southeast Asia, Asia, Indian continent, or Pacific islands;

“Hispanic American”; a person of Spanish culture with origins in Mexico, Central or South America, or the Caribbean, regardless of race;

“Native American Indian tribe”; a federally recognized Indian tribe means an Indian tribe, or band, nation, rancheria, pueblo, colony, or other organized group or community, including any Alaska native village, which is recognized by the Secretary of the Interior on October 1, 1985 as having special rights and is recognized as eligible for service provided by the United States to Indians because of their status as Indians, a tribe that has a pending application for Federal recognition on October 1, 1985.

9. **DISCREPANCIES AND OMISSIONS:** Should a Proposer find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, he/she should at once notify the County, and a written Addendum shall be issued. The County will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the Addendum Acknowledgement

Form included in the Proposal. In closing of a contract, any Addendum issued shall become a part thereof.

10. **SECURITY OF NON-PUBLIC RECORDS:** Pursuant to N.C.G.S. § 132-1.7, entitled, “Sensitive Public Security Information”, public records, as defined in G.S. 132-1, shall not include information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities. Therefore, all information provided, received, gathered or obtained by BIDDER containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities shall be held confidential and shall be used by the BIDDER only for the purpose of responding to this bid. All plans and drawings shall be returned to the County. Any breach of this paragraph by the BIDDER may result in BIDDER being barred from being awarded any contracts with the COUNTY.
  
11. **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 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 General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

**END OF INSTRUCTIONS TO PROPOSERS**

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, handicap, age, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff 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 setting forth the provisions of the nondiscrimination clause.
- B. 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, handicap, age, color, religion, sex, or national origin.
- C. 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 labor union or workers' representative of the contractor's commitments under the Equal Employment Opportunity section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the contractor's noncompliance with nondiscrimination clauses of this contract or with any such 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 County contracts.
- E. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Board of County Commissioners of the County of Durham, North Carolina so that such provisions will be binding such Subcontractor or Proposer.



## **QUALIFICATIONS AND SUBMISSION REQUIREMENTS**

The Proposal must include all of the information set forth in this Section and other Sections of this RFP and should be organized and tabbed appropriately. Unnecessary elaborate brochures or other materials beyond those sufficient to present a complete and effective response to this solution are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Therefore, elaborate artwork, expensive paper and bindings, etc., are strongly discouraged.

### **Tab 1 – Signed Forms**

This Tab should include the following forms and information.

**Signed Proposal Form**

**No Proposal Reply Form (if applicable)**

**Addendum Acknowledgement Form**

**Non-Collusion Affidavit Form**

**Affidavit of Compliance (E-Verify) Form**

**Vendor Application/W-9 Form**

**MWBE Forms:**

#### **Affidavit A – List of the Good Faith Efforts**

**DUE WITH BID**

**All Bidders** are required to make good faith efforts and to demonstrate that they have made such efforts. Affidavit A is a tool for Bidders to use to show that they have made good faith efforts. Affidavit A is required to be submitted with your bid.

#### **Affidavit B – Intent to Perform Contract with Own Workforce**

**DUE WITH BID**

Affidavit B is required if your company has no opportunity to sub-contract and will complete all work with Bidder's own workforce. Even if utilizing your own workforce, Affidavit A is also required.

#### **Affidavit C - Portion of Work to be Performed by Certified MWBE Businesses**

**DUE WITH BID**

Bidders shall complete Affidavit C to identify the minority business that it will use on the project. Affidavit C is required to be submitted with your bid. Even if your company has MWBE participation, Affidavit A is also required.

#### **Affidavit D – Good Faith Efforts**

**DUE 72 HOURS AFTER NOTIFICATION**

Affidavit D is to be submitted **only** by the apparent lowest, responsible, responsive bidder within 72 hours after notification.

The apparent lowest, responsible, responsive Bidder shall file within 30 days after the award of the contract, a list of all identified subcontractors that the Contractor (Bidder) will use on the project.

**IMPORTANT MWBE INSTRUCTIONS: It is mandatory for all Bidders to demonstrate their good faith efforts in seeking MWBE participation and provide supporting documentation upon request. The MWBE supporting documentation and information is still required even if using your own workforce. MWBE Prime Contractors will also be required to document good faith efforts.**

**The above information must be provided as required. Failure to submit these MWBE documents may be grounds for rejection of the bid.**

## **Tab 2 – Executive Summary**

This Tab should provide a brief summary of the Proposer’s understanding of the Scope of Services presented in this RFP and emphasize any unique aspects or strengths of the Proposal.

## **Tab 3 – Corporate Overview**

This Tab should present an overview of the Proposer’s organization and should include the firm’s name, address, phone and fax numbers, firm history, email address and phone number of the firm’s representative for the Proposal.

## **Tab 4 – Approach**

This Tab should present the Proposer’s approach to providing the services specified in this RFP. This Tab should describe the services to be provided, who will provide the services, how the services will be provided, etc. This Tab should include a description of activities, such as the project methodology and timeline for project completion, etc. The Proposer should also include in this Section its plan for managing the work requirements. Most of the proposed responses to the requirements found in Work Requirements should be included under this Tab.

## **Tab 5 – Organization and Staffing**

This Tab should present the Proposer’s proposed organization structure and staffing chart showing specific job classifications, number of employees and full-time equivalent employees by position and reporting relationships. Résumés for all managerial and key personnel should be provided in sufficient detail to be able to determine the nature and depth of each individual’s relevant experience. This Tab should also identify any of the required services that the Proposer intends to subcontract, if any, providing for each (i) the reasons for subcontracting, (ii) the proposed subcontractor’s responsibilities, and (iii) information identifying proposed subcontractor’s name, location, relevant personnel and experience. The Proposer’s proposed MWBE utilization and explanation of their involvement on this project must also be included under this Tab.

## **Tab 6 – Qualifications and Experience**

In this Tab, the Proposer should describe its track record in performing services comparable to those

specified in this RFP and other information relevant to making a determination as to the ability of the Proposer to perform these services. This tab should also include a list of all similar work performed by your firm over the past five (5) years. This list should include the name of each client, client contacts and telephone number, the size and Scope of Work provided, effective dates of the contract(s) with this client, and the annual contract amount.

### **Tab 7 – MWBE Participation**

Describe the program (plan) that your firm has developed to encourage participation by MWBEs to meet or exceed the goals set by the County of Durham’s MWBE Program Ordinance. If your firm has no opportunity to contract with MWBEs please explain why.

### **Tab 8 – Conflict of Interest**

In this Tab the Proposer should describe any involvement that your firm, its employees, or its owner(s) have that may constitute a conflict of interest.

### **Tab 9 – Equipment**

The wellness clinic being provided by the county is furnished. Provide a detailed list of equipment that your firm will need for the wellness clinic, such as exam tables and equipment, and whether your firm will up-fit the wellness clinic or require that the county up-fit the clinic and provide the equipment.

### **Tab 10 – Costs**

A breakdown of costs for all services described in this RFP, based on 12 months

- a. clinic staffing costs (40 hours per week)
- b. expected cost per test for each type of lab services
- c. list all vaccinations recommended, the reason you recommend, and estimated cost associated with each vaccine
- d. annual biometric screenings and health coaching services
- e. explanation and cost of your approach to adding spouses and dependents eligible to utilize clinic services.

## **EVALUATION AND AWARD CRITERIA**

Based on the evaluation criteria outlined below, all Proposals will be evaluated and scored by the Evaluation Committee designated by the County of Durham. Written or oral discussions may be requested to resolve issues relating to individual proposals.

### **1. Evaluation Criteria**

Proposals will be evaluated using the following criteria:

- a) Experience in providing this type of service for this size contract.
- b) Public Sector Experience
- c) Demonstrated ability to meet commitments requested in the RFP
- d) Qualifications of staff to be assigned to this project
- e) Specific plans and methodology for providing the proposed services
- f) References from at least three (3) similar clients
- g) Compliance with Durham County MWBE requirements
- h) Financial stability
- i) Training
- j) Price

### **2. Award of Contract**

The County reserves the right to award to single contractor/ multiple contractors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Price shall be considered but shall not be the sole determining factor. Once the proposals are ranked and the most qualified firm is determined, the County may conduct further negotiations, and/or request presentations from firm to further assist in the clarification of information and selection process.

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.

## **SCOPE OF SERVICES**

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. **PURPOSE:** The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide wellness clinic and annual biometric screening services to complement our health benefits program.
2. **INVOICE PAYMENT:** Invoices submitted will be paid net 30 days. Invoices shall be forwarded to the County's Designated Representative for review and payment approval.
3. **TERMS OF CONTRACT:** The initial term of the contract is from **July 1, 2022, through June 30, 2023**, with the option to renew by the County for up to four (4) additional terms in one (1) year increments under the same terms and conditions. Any renewal shall be based on satisfactory performance by the Contractor(s) during the previous years as the services provided.
4. **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. **STATEMENT OF NEEDS:** We are seeking a company and/or organization to staff our Clinic and provide annual biometric screenings. Please note that this service is not intended to replace those provided by the employee's primary care physicians.

Services will include but are not limited to:

- Treatment of chronic and acute episodic injuries, illnesses, and accidents.
- Illness prevention and risk-reduction counseling and support groups
- Immunizations and various injectable medicines such as intramuscular antibiotics, cortisone.
- Conferring with participant's private physicians as needed.
- Administers Health Risk Assessment and analyzes data.
- Follow up with employees to monitor and improve health.
- Develop an individualized plan for reduction of risk factors (including medication, referrals, lifestyle changes, etc.).
- Order lab tests/X-rays.
- Assistance in making healthcare and/or health service decisions.
- Providing quarterly reports of risk factors and intervention and improvement efforts.
- Onsite biometric screening testing glucose/A1C, cholesterol, blood pressure, height, weight, waist circumference and have the ability to track employee progress in meeting the county's objectives and incentives. Offeror will also identify employees who fall into moderate and high-risk levels and invite them to participate in individualized health coaching sessions upon completion of the screening.

This service will initially be offered to employees only. The County currently has approximately 1,900 employees.

6. **REQUIREMENTS:** The chosen provider shall have on staff or contract with a Nurse Practitioner or Physician Assistant to provide the care at the wellness clinic.

- The proposed Nurse Practitioner or physician Assistant must meet or exceed the following qualifications:
  - Nurse Practitioner Qualifications: RN with completion of Nurse Practitioner Training Programs and approval to practice as such by the NC Board of Medical Examiners and the NC Board of Nursing.
  - Experience: Successful candidate must be able to demonstrate completion of NP training within the last 5 years or document a minimum of 24 months of full-time practice as a NP. Current Advanced Life Support and Basic Life Support Certification is required.
  - Physician Assistant Qualifications: Completion of an accredited Physician Assistant program and approval to practice as such by the NC Board of Medical Examiners.
  - Experience: Successful candidate must be able to demonstrate completion of PA training within the last 5 years or document a minimum of 24 months of full-time practice as a PA. Current Advanced Life Support and Basic Life Support Certification is required.
  - Be supervised by a Licensed Physician (as defined in NC Administrative Code) in good standing with all appropriate licensing agencies and medical boards. Supervising Physician must be located within the region. Must also possess a Practice Agreement (NP –Collaborative Practice Agreement or PA-Supervisory Arrangement) in accordance with NC Administrative Code (NP-21 NCAC 32M and PA-21 NCAC 32S).
  - Provide proof of all licensures.
  - Show evidence of job specific competencies.
  - Ability to work well with people and possess excellent customer service skills.
  - Possess a minimum of three years of related work experience.
  - Possess Experience in Occupational Health, Family Medicine and/or Pediatrics.
  - Proficiency in the use of technology.
  - The Provider, and its staff, are independent contractors with the County and shall not represent themselves as an agent or employee of the County. The Provider shall be responsible for all income taxes, Social Security/Medicare taxes (FICA), and Unemployment (FUTA) taxes.
- A. The Provider will undertake appropriate procedures to safeguard confidential information including but not limited to compliance with all HIPAA regulations.

The Provider should provide a written statement of its policies and practices regarding maintenance and release of medical records and information. Specifically detail any restrictions that you would impose.

B. Responsibilities of the County:

- The County will provide the facilities for the wellness center and will be responsible for all utilities and telephone service, and general custodial services of the space.
- The space will include restrooms, a locked storage cabinet for medication, two equipped exam rooms, one un-equipped exam room, and a waiting area/reception area.
- The space shall only be used for providing the Wellness Center to eligible participants under the service contract with the County.
- The County will provide copies of pertinent County policies, regulations, and standards for reference.

C. Responsibilities of the Provider

- The Provider will staff the Wellness Center for 40 hours per week (exact times to be determined). Please outline your strategy to provide this level of staffing, including accommodations for staff time-off for vacations, illness, training, etc.
- The Provider will comply with all terms of the RFP and contract.
- The Provider will ensure that staff performing services will receive regular training to ensure ongoing competency.
- The Provider will furnish information to ascertain the operational efficiency and financial position of the wellness center.

**ATTACHMENTS AND AFFIDAVITS**



**Attachment A**



**PROPOSAL FORM**

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to the County of Durham.

**TOTAL PROPOSED COST**

\$ \_\_\_\_\_

---

*(Total Proposed Cost in Writing)*

**The above Total Proposed Cost should be based on being awarded the entire project.**

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.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

**Attachment B**

**NO PROPOSAL REPLY FORM**

TO: Mark III Employee Benefits  
Wellness Coordinator  
[makenzie@markiiieb.com](mailto:makenzie@markiiieb.com)  
980-521-4527

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received an invitation, but does not wish to submit a proposal, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to submit a proposal under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the Durham County. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PHONE

- \_\_\_\_\_ We wish to remain on the Bidders' List.
- \_\_\_\_\_ We wish to be deleted from the Bidders' List.

**Attachment C**

**ADDENDUM ACKNOWLEDGEMENT**

Receipt of the following Addendum is acknowledged:

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

Name of Firm

**Attachment D**

**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
County of Durham

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a **collusive** or **sham** Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a **collusive** or **sham** Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date

Subscribed and sworn before me,  
this \_\_\_ day of \_\_\_\_\_, 20\_\_

*(Seal)*

\_\_\_\_\_  
Notary Public

Notary Public  
My Commission Expires: \_\_\_\_\_

**Attachment E**

**MWBE FORMS**

(Affidavits A-D and Appendix E)

**Affidavit A**

**ATTACH TO BID**

**State of North Carolina AFFIDAVIT A - List of the Good Faith Effort**

**COUNTY OF DURHAM**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

**I have made a good faith effort to comply under the following areas checked:**  
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- 5-Attended pre-bid meetings scheduled by the public owner.
- 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

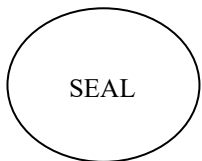
In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Affidavit B**

**ATTACH TO BID – IF YOU ARE NOT UTILIZING SUBCONTRACTORS**

**State of North Carolina AFFIDAVIT B - Intent to Perform Contract with Own Workforce**

**COUNTY OF DURHAM**

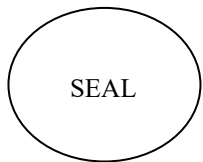
Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for  
he \_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Affidavit C**

**ATTACH TO BID - IF YOU HAVE MWBE PARTICIPATION**

**State of North Carolina AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms**

**COUNTY OF DURHAM**

Durham County Goals for MWBE Participation in the Procurement of Goods, Services and Construction

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

Affidavit of \_\_\_\_\_ I do hereby certify that on the  
(Name of Bidder)

\_\_\_\_\_  
(Project Name)

Project ID No. \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

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

Firm Name (Street Address/Zip/Telephone)	*Minority Category	Work Description	Dollar Value	Percentage of Goal

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

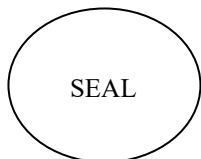
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_



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

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

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

Durham County Goals for MWBE Participation in the Procurement of goods, Services, and Construction

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

Affidavit of \_\_\_\_\_

(Name of Bidder)

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

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

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

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

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

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

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

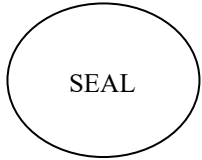
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Appendix E**

**MWBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

<b>Firm Name</b>	<b>*Minority Category</b>	<b>Total Contract Amount</b>	<b>Amount Paid this Period</b>	<b>Total Payment Amount to date</b>	<b>Percentage of Work Completed</b>	<b>Scheduled Start Date</b>	<b>Scheduled End Date</b>

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

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_

Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**\*THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT\***

**Attachment F**

**AFFIDAVIT OF COMPLIANCE**

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

**AFFIDAVIT OF COMPLIANCE  
with N.C. E-Verify Statutes**

I, \_\_\_\_\_ (hereinafter the "Affiant"), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
  - a. YES \_\_\_\_
  - b. NO \_\_\_\_
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Durham County.

This \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_  
day of \_\_\_\_\_, 201\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

|||  
(Affix Official/Notarial Seal)

**Attachment G**

**SAMPLE SERVICE CONTRACT**

**NORTH CAROLINA  
DURHAM COUNTY**

**SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and \_\_\_\_\_ 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” (hereinafter collectively referred to as “Services”). Attachment 1 is 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 \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to 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 laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR’s performance of this Contract or the actions of

the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 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.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.
- 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 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 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 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 will 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 restricted.

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. IRAN DIVESTMENT ACT CERTIFICATION. (Applicable only to contracts/agreements valued at \$1,000.00 or more).** CONTRACTOR by signing/executing this contract certifies that as of the date of this contract CONTRACTOR is not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.58 and in compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59. CONTRACTOR shall not utilize in the performance of this contract any subcontractor that is identified on the Final Divestment List.

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

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

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

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

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

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

COUNTY OF DURHAM  
ATTN: PURCHASING DIVISION OF FINANCE  
7TH FLOOR, 201 EAST MAIN STREET  
DURHAM, NORTH CAROLINA 27701

CONTRACTOR  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

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

**COUNTY OF DURHAM**

\_\_\_\_\_  
**Name and Title**

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

\_\_\_\_\_  
**Susan F. Tezai, Durham County Chief Financial Officer**

**CONTRACTOR**

By: \_\_\_\_\_  
Authorized Representative

**Print Name/Title:** \_\_\_\_\_

ATTACHMENT 1" to follow

**VENDOR APPLICATION & W-9**