

REQUEST FOR PROPOSALS
GENERATOR MAINTENANCE PROGRAM

RFB # 15-0141



COUNTY COMMISSIONERS

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TABLE OF CONTENTS

Section 1 Advertisement

Section 2 Information to Bidders

Section 3 Definitions

- 1 Purpose
- 2 Definitions
 - 2.1 Bidder
 - 2.2 County
 - 2.3 Agreement
 - 2.4 Vendor
 - 2.5 Goods
 - 2.6 Purchase Order
 - 2.7 Services
 - 2.8 Subcontractor

Section 4: General

- 1 Bid Evaluation
 - 1.1 Bid Price
 - 1.2 Reputation
 - 1.3 Quality
 - 1.4 Extent
 - 1.5 Past Relationship
 - 1.6 Long term cost
- 2 Bidder Qualification
 - 2.1 Services
 - 2.2 Adequate Organization
 - 2.3 Minimum Technicians
 - 2.4 References
 - 2.5 Subcontractors Identification
- 3 Confidentiality of Content
- 4 Labor
- 5 Damage
- 6 Workplace
- 7 Compliance with Laws
- 8 Abandonment or Default
- 9 Code, Permits, and Licenses
- 10 Indemnity
- 11 Insurance
 - 11.1 Naming New Hanover County as Additional Insured
- 12 Liens
- 13 Venue
- 14 Independent Contractor
- 15 Agreement

- 16 Vendor Performance
- 17 Order Quantity
- 18 Price Adjustment
- 19 Contract Administrator
- 20 Non-Appropriation
- 21 Cancellation

Section 5 Specification

- 1 Scope
- 2 Statement of Intent
- 3 Pre-bid Meeting and Site Visit
- 4 Additions/Deletions
 - 4.1 The County Reserves the Right
- 5 Maintenance Parts
 - 5.1 Parts within 24 Business Hours
 - 5.2 Remaining Parts within 48 Hours
 - 5.3 Refurbish Parts equivalent to new
- 6 Preventive Maintenance
 - 6.1 Quarterly PMs
 - 6.2 Contact County Representative
 - 6.3 Mutually Agreed Time
- 7 Annual Maintenance
- 8 Remedial Services
 - 8.1 Perennial Maintenance
- 9 Technical Documentation
- 10 Malfunction Reports

Section 6 Delivery, Service, Acceptance, and Payment

- 1 Service
 - 1.1 Failure to Respond
 - 1.2 Minimum Qualified Technicians
- 2 Acceptance
- 3 Invoicing
- 4 Prompt Payment Policy

Section 7 Attachments

- Attachment A-Equipment Data
- Attachment B-Service Data/PM Checklist
- Attachment C-Bid Tabulation
- Attachment D-Sample Contract

Section 1 Advertisement

REQUEST FOR PROPOSALS

GENERATOR MAINTENANCE PROGRAM

RFB # 15-0141

The County is seeking bids from qualified firms to provide a full service agreement for on-site preventive and remedial service by certified technicians for generators at multiple County location(s).

Informal bids addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**GENERATOR MAINTENANCE PROGRAM-RFB # 15-0141**” will be accepted until **5:00 P.M. EST, Friday, May 29, 2015**.

Bids submitted will not be subject to public inspection until after award and execution of contract; therefore, there will be no public bid opening. Proposals will be evaluated and selected bidders may be contacted for additional information to clarify their proposal.

For all prospective Bidders, a mandatory pre-bid conference is scheduled for **10:00 AM, Thursday, May 14, 2015, at the Property Management Training Room located at 200 Division Drive, Wilmington NC 28401.** Prospective Bidders should submit written questions in advance to be addressed at pre-bid conference to Lena Butler by emailing lbutler@nhcov.com prior to the date and time of the conference. Any Bidder who does not attend the scheduled pre-bid meeting will have his/her bid rejected.

Instructions for submitting proposals and complete requirements and information may be obtained by visiting the County’s website at <http://www.nhcov.com/business-nhc/bids>.

The New Hanover Property Management Department and the Board of County Commissioners reserves the right to accept or reject any or all proposals and to make the award that will be most advantageous to the County.

Lena L. Butler, Purchasing Supervisor

New Hanover County

(910) 798-7190

Released: Thursday, May 7, 2015

Section 2 Instructions to Bidders

2.1 Bidding Schedule

May 7, 2014	RFB Issued and advertised.
May 14, 2015	Pre-bid meeting will be held on Thursday, May 14, 2015 at 10:00 AM. Located at 200 Division Drive Wilmington, NC 28401
May 19, 2015	Deadline for questions. All questions must be submitted in writing by 5:00 pm Tuesday, May 19, 2015.
May 22, 2015	All questions including those discussed at the pre-bid meeting will be answered in writing by 5:00 pm on Friday, May 22, 2015.
May 29, 2015	Due Date for Proposals. Proposal must be received by 5:00 PM Friday, May 29, 2015.

2.2 Preparation of Bid

2.2.1 Completion of Bid Form: Bidders are instructed to submit their bid on the bid form contained in this bid package. Bidders are instructed to submit one (1) original and two (2) clearly identified copies of their bid as well as one (1) copy on CD/DVD/USB drive in a sealed envelope.

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

All bids must be signed. **Bids not signed will be rejected.** Changes or corrections made on the Bid should be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

2.3 Submission of Bid

2.3.1 Bond: A bid bond is not required.

2.3.2 Bids: All bids in response to this RFB shall be delivered to the address listed below. Any Bid arriving after the deadline will not be accepted and will not be considered. Bidders are instructed to submit one (1) original and two (2) clearly

identified copies of their bid as well as one (1) copy on CD/DVD/USB drive in a sealed envelope properly marked “**GENERATOR MAINTENANCE PROGRAM-RFB # 15-0141**” and shall be addressed to County at the following address:

New Hanover County Finance Office
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Drive, Suite 165
Wilmington, NC 28403

Delivery of Bids to the proper individual is the sole responsibility of the Bidder. Bids are due **Friday, April 29, 2015, at 5:00 PM EST.**

2.3.3 Unacceptable Bids: Bids submitted via telegraph, facsimile (FAX), telephone, and electronic means, including but not limited to e-mail, in response to the Invitation for Bids will not be acceptable. Any Bidder who does not attend the scheduled pre-bid meeting will have his/her bid rejected.

2.3.4 Signature Required: Please be sure to sign your bid. Failure to sign bid prior to submittal shall render bid invalid.

2.3.5 Late Bids: Late bids will not be accepted. It is the responsibility of the Bidder to have the bid delivered to the location specified in the RFB by the time and date noted.

2.4 Communication

2.4.1 After the bid issue date, all communications between the County and prospective Bidders regarding this bid request shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing lbutler@nhcgov.com or faxing (910) 798-7410. All questions concerning this bid shall reference the bid number, section number and paragraph. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum. **All questions shall be received no later than 5:00 P.M., EST, Tuesday, May 19, 2015.**

2.4.2 Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section. If any vendor attempts any unauthorized communication, the Bid will be rejected.

2.4.3 All Bidders who intend to submit a Bid on this project should send an email to lbutler@nhcgov.com including pertinent contact information. This will ensure that you receive all addenda issued for this RFB; if applicable.

2.5 Term of Contract

Dates of the contract are July 1, 2015 to June 30, 2016 with service to commence July 1, 2015.

This contract may be renewed for four (4) additional one year periods. Any rate adjustments established for the second, third, fourth, or fifth year will be effective July 1 of the renewal period.

Bidder shall guarantee the prices quoted against any increase for the first year of the contract. To adjust for any inflationary factors, bidder must request a price increase no later than January 15th of each contract year.

Any rate adjustments established will be effective July 1 of that year. The percentage increase in contractual costs to the County shall not exceed the percentage rate computed based on the Annual Average Consumer Price Index for All Urban Consumers (CPI-U): US City Average, by expenditure category, All Items. This report is listed by the US Department of Labor’s Bureau of Labor Statistics on its website www.bls.gov. The maximum potential percentage increase for renewal will be calculated using the annual amounts from the previous two calendar years. See example of calculation below:

For Illustration Purposes Only	
For a Contract Ending June 30, 2014	
1. CPI for 2013 (from table)	232.957
2. CPI for 2012 (from table)	229.594
3. Index Point Change (Subtract Line 2 from Line 1)	3.003
4. Divide Line 3 by Line 2	.01308
5. Percent Change (Multiply Line 4 by 100)	1.308%

2.6 Withdrawal of Bids

Bidders may withdraw or withdraw and resubmit their Bid at any time prior to the closing time for receipt of Bids. NO Bid may be withdrawn after the scheduled closing time for receipt of Bids for a period of ninety (90) days.

2.7 Time for Opening Bids

Bids submitted will not be subject to public inspection until after award and execution of contract; therefore, there will be no public bid opening.

2.8 Ownership of Documents

All material received in response to this RFB shall become the property of the County and will not be returned to the vendors.

2.9 Taxes

New Hanover County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

If bidder is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. The County will pay North Carolina sales tax over and above bid prices when invoiced.

2.10 Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Bidder agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Proposer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County invites and encourages participation in this procurement process by businesses owned by minorities, women, and handicapped.

2.11 Minority Participation

Pursuant to N.C.G.S. 143-48, 143-128.4 and Executive Order #13, New Hanover County invites and encourages participation in this Request for Proposals by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at www.doa.nc.gov/hub.

**NEW HANOVER COUNTY
GENERATORS
ON-SITE PREVENTIVE MAINTENANCE AND REMEDIAL SERVICE**

PART 1

GENERAL

1. **PURPOSE**: The County seeks to contract with a qualified bidder to provide all goods and services for on-site preventive maintenance by trained technicians for generators at location(s) listed on Attachment A.
2. **DEFINITIONS**: The following definitions will be used for identified terms throughout the specification and bid document:
 - 2.1. Bidder identified throughout this specification shall describe persons and entities that consider themselves qualified to provide the goods, equipment or services.
 - 2.2. County – Identifies the New Hanover County.
 - 2.3. Agreement – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services, and obligating the County to pay for it.
 - 2.4. Vendor – (Sometimes referred to as Contractor) A person or business enterprise providing goods, equipment, labor and/or services to the County as fulfillment of obligations arising from a contract or purchase order.
 - 2.5. Goods represent materials, supplies, commodities and equipment.
 - 2.6. Purchase Order - is an order placed by the Purchasing Department for the purchase of Goods or Services written on the County’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract or notice to proceed. The Purchase Order is the Bidder’s authority to deliver and invoice the County for Goods or Services specified, and the County’s commitment to accept the Goods or Services for an agreed upon price.
 - 2.7. Services - work performed to meet a demand. The furnishing of labor, time, or effort by the vendor and their ability to comply with promised delivery dates, specification and technical assistance specified
 - 2.8. Subcontractor - Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor’s obligations arising from a contract with the County.

PART II
GENERAL CLAUSES AND CONDITIONS

1. **BID EVALUATION**: All bids received shall be evaluated based on the best value for the County. Best value will be determined by considering all or part of the criteria listed, as well as any relevant criteria specifically listed in the solicitation.
 - 1.1. Bid price
 - 1.2. Reputation of the bidder and of bidder's goods and services.
 - 1.3. The quality of the bidder's goods or services.
 - 1.4. The extent to which the goods or services meet the County's needs
 - 1.5. Bidder's past relationship with the County. All vendors will be evaluated on their past performance and prior dealings with the County to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, late delivery.
 - 1.6. The total long-term cost to the County to acquire the bidder's goods or services.

2. **BIDDER QUALIFICATIONS**: The opening of a bid will not be construed as the County's acceptance of such bidder as qualified and responsible. All bidders shall be:
 - 2.1. Firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 2.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County.
 - 2.3. Demonstrate ability with quantity of qualified technicians to complete work in timeframe identified. Service technicians shall be fully qualified to work on the listed equipment and employed by the successful bidder on the effective date of the contract. Vendor shall be able to verify that service personnel have had training with a minimum of one year of "hands on" experience working on the listed equipment.
 - 2.4. Provide the name, address, telephone number and point of contact of at least three firms that have utilized similar service for at least 2 years and have. References may be checked prior to award. Any negative responses received may result in disqualification of bid.
 - 2.5. Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted with response. The County reserves the right to approve or disapprove all subcontractors prior to any work being performed.

3. **CONFIDENTIALITY OF CONTENT**: Bids received are subject to release as public information unless the bid or specific parts of the bid can be shown to be exempt. Bidders are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The County assumes no obligation or responsibility for asserting legal arguments on behalf of potential Bidders.

- 3.1. If a Bidder believes that a bid or parts of a bid are confidential, then the Bidder shall so specify. The Bidder shall stamp in bold red letters the term "CONFIDENTIAL" on the top of page of the solicitation, which the Bidder believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All bids and parts of bids that are not marked as confidential will be automatically considered public information after the contract is awarded. Note that the entire bid cannot be deemed confidential.
4. **LABOR**: The Vendor shall provide all labor and goods necessary to perform the project. The Vendor shall employ all personnel for work.
 5. **DAMAGE**: The Vendor shall be responsible for damage to the County's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.
 6. **WORKPLACE**: The County is committed to maintaining an alcohol and drug free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Vendor, Vendor's employees, subcontractor(s) or subcontractor (s') employees while in the performance of the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service.
 7. **COMPLIANCE WITH LAWS**: The successful bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the County with satisfactory proof of its compliance.
 8. **ABANDONMENT OR DEFAULT**: A Vendor who abandons or defaults the work on the contract and causes the County to purchase the services elsewhere may be charged the difference in service if any and shall not be considered in the re-advertisement of the service and may not be considered in future bids for the same type of work unless the scope of work is significantly changed.
 9. **CODES, PERMITS AND LICENSES**: The successful bidder shall comply with all National, State and Local standards, codes and ordinances and the terms and conditions of the services of the County of New Hanover, NC, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.
 10. **INDEMNITY**: Vendor shall indemnify, save harmless and defend the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees incident to the performance of the resulting agreement and arising out of a willful or negligent act or omission of the Vendor, its officers, agents, servants and employees.

11. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the contract or purchase order resulting from a response to this bid/Specification insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of this bid by the successful bidder, its agents, representatives, volunteers, employees or subcontractors.
- 11.1. Certificates of Insurance and endorsements shall be furnished to the County and approved by the County before work commences, **with the County of New Hanover NC being named as additionally insured.**
1. Before the contract is awarded, the successful contractor must provide proof of insurance of the following minimum amounts:
- | | |
|----------------------------|---------------------------------------|
| A. General Liability | \$1,000,000 each occurrence |
| B. Workers Compensation | Workers Compensation Statutory Limits |
| C. Business Auto Liability | \$1,000,000 each accident |
12. **LIENS:** Vendor agrees to and shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the County's request the Vendor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
13. **VENUE:** Both the County and the Vendor agree that venue for any litigation arising from a resulting agreement shall lie in New Hanover County, NC.
14. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the Contractor shall not be considered an employee of the County. The Contractor shall not be within protection or coverage of the County's Worker' Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the County from time to time may have in force and effect.
15. **AGREEMENT:** The term of this Agreement shall be one (1) consecutive twelve (12) month period of time from the effective date, with option to renew three additional consecutive twelve (12) month periods of time. Prices shall be firm for the duration of the agreement, except as provided for herein above.
16. **VENDOR PERFORMANCE:** County reserves the right to review Vendor's performance at any time during the initial agreement or renewal period, and may elect to terminate this Agreement with or without cause or may elect to continue.
17. **ORDER QUANTITY:** The quantities shown on the IFB are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The County will only order the services needed to satisfy operating requirements, which may be more or less than indicated.
18. **PRICE ADJUSTMENT:** The County may permit "unit price" adjustments upward, only as a result of a cost increase in services in accordance with the Producers Price Index at <http://www.bls.gov/>. Any price increase to this contract shall be requested by Vendor in writing and shall be accompanied by the appropriate documentation to justify the increase, and shall be received by County before January 1 of every year. If approved, the price increase would be effective July 1 of every year. Vendor may offer price decreases, even in excess of the allowable percentage change, at any time during the

contract term. The County reserves the sole opinion to reject any price increase and terminate this contract should the County and the Vendor not agree on any price increase.

19. **CONTRACT ADMINISTRATOR**: All work performed under this contract will be supervised and verified by the County representative(s) noted below.
Darryl Hinson, Trades Specialist, at (910) 508-3613 Jim Haley, Interim Property Management Manager, at (910)798-4333
20. **NON-APPROPRIATION**: The resulting Agreement is a commitment of the County's current revenues only. It is understood and agreed the County shall have the right to terminate the Agreement at the end of any County fiscal year if the governing body of the County does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
21. **CANCELLATION**: The County reserves the right to cancel the Agreement without penalty by providing 30 days prior written notice to the other party. Vendor shall provide the County with 60 days written notice prior to cancellation of the Agreement and shall continue services for a period of time not to exceed 120 days after written notification. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This Agreement is subject to cancellation, without penalty, at any time the County deems the vendor to be non-compliant with contractual obligations.**

PART III
SPECIFICATION

1. **SCOPE**: This specification describes an agreement to provide goods and services for on-site preventive service by certified technicians for generators at location(s) to include, but not limited to Attachment A.

This scope is to provide cost on a full service agreement based upon the list provided which is to include quarterly P.M.'s and an annual P.M. on all Generators per manufactures recommendation. All P.M. work will be scheduled through New Hanover County Trades Specialist and shall require documentation of work via checklist and sample report attached.

2. **STATEMENT OF INTENT**: This specification covers only the general requirements as to the performance and certain details to which the successful bidder shall conform. Vendor shall be responsible for the servicing, troubleshooting, repairing, ordering, replacing parts on generators in accordance with manufacturer's recommendations to ensure each unit is operating as designed for the intended application.
3. **PREBID MEETING AND SITE VISIT**: It is mandatory that all interested bidders attend the pre-bid meeting and site visit to familiarize themselves with all aspects of the work and requested services as well as seek answers to any questions they may have concerning the goods and service. Meeting and site visit on cover sheet.
4. **ADDITIONS/DELETIONS**: Equipment may be added or deleted during the term of the contract. Prices bid shall be used for adding/deleting such equipment.
 - 4.1 If new equipment is procured during the term of the contract, the County reserves the option to add the equipment at the vendor's current basic monthly charge less any applicable discounts.
5. **MAINTENANCE PARTS**: At the time vendor determines generator needs maintenance or the County calls for service:
 - 5.1 Eighty-five percent of all parts shall be on-site within **twenty-four business hours** for repair of equipment.
 - 5.2 All remaining parts shall be normally on-site within **forty-eight hours**. Maintenance does not include normal operating supplies.
 - 5.3 Refurbished parts may be used on an exchange basis; however, the refurbished parts shall be equivalent to new.

6. **PREVENTIVE MAINTENANCE**: shall be performed on equipment to include but not limited to locations shown on Attachment A.
 - 6.1 Provide a minimum of (3) quarterly and (1) annual Preventive Maintenance (PM) calls annually. Quarterly visits mean substantially spaced visits that are spaced three (3) months apart and defined in the checklist. Preventive maintenance service shall include, but not be limited to, items identified on Attachment B and as recommended by manufacturer.
 - 6.2 Contact County Representative of any discrepancies, and advise as to the cost of repairs. No parts, supplies or annual services are included in the basic inspection costs.
 - 6.3 Perform preventive maintenance at a time mutually agreed upon between the County representative and the vendor.
7. **ANNUAL MAINTENANCE** (AM) shall be included in one of the last three (3) quarterly services of each contract year. AM service shall be accomplished on each designated machine and transfer switch, in accordance with agreed upon schedule. AM shall include items on attachment B, checklist.
8. **EMERGENCY SERVICE**: Emergency service shall be performed at the location(s) of equipment within time allocations specified after call for service. Under Emergency situation, the County's Emergency Shelter Sites take top priority. The process at the shelter site is to energize and subsequently de-energize permanently installed generators at the shelter location. Permanently installed generator scope: Set genset, verify voltage, verify rotation, and engage all power switches and breakers and check related electrical components for system operation.
 - 8.1 Emergency Service:
 - Respond within one hour of County's call(s) for service.
 - Be at location of required service within two hours after notification by County
9. **TECHNICAL DOCUMENTATION**: The vendor shall obtain necessary technical documentation pertaining to maintenance or service of the listed equipment and any additions to County's fleet throughout contract and extension periods.
10. **MALFUNCTION REPORTS**: Vendor shall complete and furnish a malfunction report for each maintenance or service call with the invoice. A copy of each malfunction report shall be presented with time and material maintained (if used outside the parameters of the monthly/annual charge) invoices no later than date of subsequent invoice for monthly maintenance. Reports shall include, as minimum, the following information:
 - Date and time notification received.
 - Date and time of arrival.
 - Type and model of equipment.
 - Time spent for repair.
 - Description of malfunction.
 - Date and time equipment is made operational.
 - Part(s) ordered.

The vendor shall ensure that both parties verify acceptance of equipment as completely operational.

The vendor shall ensure that both parties sign a malfunction report.

10.1 Malfunction report must be signed by designated County Representative for each machine and building. The Contract Administrator identified in this specification and they shall certify that the individual generators are again in working order.

Section 6 **Delivery, Service, Acceptance, and Payment**

1. **SERVICE**: Vendor shall have service and maintenance available to the County and shall be able to respond to a request for service as specified.
 - 1.1 Consistent failure by the vendor to respond to service calls within the allowed response time may place the vendor in default and subject to cancellation of the purchase order and, or contract. Consistent failure is defined as not responding within the allowed response time at any or all locations on two (2) out of three (3) consecutive occurrences.
 - 1.2 Service technicians shall be fully qualified to work on the listed equipment and employed by the vendor on the effective date of the contract. Vendor shall be able to verify that service personnel have had training with a minimum of one year of "hands on" experience working on the listed equipment.
2. **ACCEPTANCE**: Acceptance inspection should not take more than five working days. The vendor will be notified within this time frame if the service provided is not in full compliance with the specifications. If any purchase order is canceled for non-acceptance, the needed equipment or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
3. **INVOICING**: Vendor shall submit one original invoice on a quarterly basis to the following address:

New Hanover County, NC
Attn: Property Management Department
200 Division Drive
Wilmington, NC 28401
4. **PROMPT PAYMENT POLICY**: Payments will be made within thirty days after the County receives the supplies, materials, equipment, or the day on which the performance of services was completed or the day on which the County receives a correct invoice for the supplies, materials, equipment or services, whichever is later.

Section 7 Attachments

PART IV

ATTACHMENTS

Attachment A – Equipment Make, Model, Type and Location

Attachment B – Service Data/PM Checklist

Attachment C – Bid Tab

Attachment D – Sample Contract

NHC Property Management Generator Listing

Attachment A

Property Mangement Complex						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
G1	Property Management Office	200 Division Drive	Generac	52280		4304156
			Mitsubishi	1.5L		
G1	Materials Building	200 Division Drive	Generac	90A01109-S		890499
			GM			
G1	Fleet Maintenance Building	200 Division Drive	Generac	91A02650-S		996999
			GM	5.7L		
G1	Animal Control Building	200 Division Drive	Kohler	80ROZJ	80 KW	0642363
			John Deere	6059TF002		
Government Complex						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
G1-3	Parking Lot	230 Government Center Drive	Spectrum	300DSE	300 KW	0750568
			Detroit Diesel	Series 60		
G2-3	911 Center	230 Government Center Drive	Spectrum	300DSEB	300 KW	2043544
			Detroit Diesel	Series 60		
G3-3	IT Department	230 Government Center Drive	Onan	DQDAC-5762615		F060940187
			Cummins	QSL9-G5		
G1	911 Tower	230 Government Center Drive	Spectrum	100DSEJC	100 KW	2115406
			John Deere	4045HF275		
Fire Stations						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
G1	Wrightsboro Station	3515 North Kerr Avenue	Olympian	D150P1	150 KW	TNAT00430
			Perkins	1006TAG1		
G1	Myrtle Grove Station	5636 Carolina Beach Road	Generac	5424270100		2083786
			John Deere	5030TF270		
G1	Castle Hayne Station	5311 Castle Hayne Road	Generac	91A02646-S		996995
			GM	5.7L		
G1	Station 51	3805 US Highway 421 North	Spectrum	50GS60	50 KW	391374
			Ford	LSG-875I-6005-A		
G1	Main Ogden Station	7375 Market Street	Onan	DSFAD-4776075		F100129627
			Cummins	QSB5-G3-NR3		
G1	Ogden Sub-Station	8310 Sharaz Way	Spectrum	45GS60	45 KW	398789
			Ford	CSG-649I-6005-F		
G1	Federal Point Station	9815 River Road	Spectrum	50DSEJB	50 KW	0739885
			John Deere	4045TF150		
G1	Station 52	5901 Murrayville Road	Onan	DSHAB-7598349		B090233247
			Cummins	QSL9-G2		
EMS Stations						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
G1	EMS 66	Juvenile Center Drive	Generac	93A02386-S		2007819
			GM			
G1	EMS 22		Kohler	70RZ262	70 KW	221238
			Ford			
Judicial Complex						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No

G1	Court House Basement	316 Princess Street	Cummins	500EDR7	500 KW	116HHW
			Cummins	NTA-855		
G2	Complex Courtyard	316 Princess Street	Spectrum	125DSEJB	125 KW	2128782
			John Deere	6068TF250		
Sheriff's Office						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
G1-3	Main Complex 1	3950 Juvenile Center Road	Spectrum	900DS4	900 KW	0731106
			DDC/MTU	16V2000		
G2-3	Main Complex 2	3950 Juvenile Center Road	Spectrum	900DS4	900 KW	0731107
			DDC/MTU	16V2000		
G3-3	CSI Building	3950 Juvenile Center Road	Spectrum	100DSEJC	100 KW	2115411
			John Deere	4045HF275		
Cape Fear Museum						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
G1	Museum	814 Market Street	MTU On-Site Energy	25PGC6NL	25 KW	302852-1-1-1208
			GM	3.0L		
NHC Library						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
G1	Main Library	201 Chestnut Street	Generac	91A03599-S		2436BDYNC
Health Department						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
G1	Health Department	2029 South 17th Street	Dayton	4LM38B	20 KW	3130835
			Mitsubishi	1.5L		
G1	The Harbor	2029 South 17th Street	Spectrum	80GS	80 KW	0640835
			Ford	LSG-8751-6005-A		
Communication Tower Sites						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
	Fleminton Tower*	3405 Fredrickson Road	Generac	790570200		2092646
	Seabreeze Tower*	1306 Hill Valley Walk	Generac	6075970100		2086061
	Progress Energy Tower*	5700 Holly Shelter RD, Castle Hayne	Generac	6593880100		2088190
Emergency Shelter Sites						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
	Dortothy B Johnson School*	100 Mcrae Street	MTU	400DSED DDC		2168896
	Noble Middle School*	6520 Market Street	MTU	300RXC6DT3		301303-1-1
	Trask Middle School	2900 N Colloge Road	CAT	C32		JSJ01791
	Eaton Elementary School*	6701 Gordan Road	MUT	400RXS6DT3		311501
	Codington Elementary School**	4321 Carolina Beach Road	Clarke Diesel	300D-JWMR-LAD		RG6090L112229
Environmental Management						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
	Administration	3002 US Hwy 421 N	Tradeswind Power Corp	TP75	75KW	00006186

Landfill						
No.	Location Name	Physical Location	MFR (Gen & Eng)	Model (Gen & Eng)	Size	Gen Serial No
	Landfill	5210 US Hwy 421 N	Briggs and Stratton	40305	20KW	

* Under Service Agreement until 6/30/15

** Under Warranty until 9/2015

ATTACHMENT B

NEW HANOVER COUNTY

LOCATION: _____
ENGINE MODEL: _____
ENGINE S/N: _____

PREVENTIVE MAINTENANCE CHECKLIST

HOURS: _____ DATE: _____
GENERATOR MODEL: _____
GENERATOR S/N: _____

1. COOLING SYSTEM:

- Freeze Point: _____ °F
Add 50/50 mix (water/antifreeze) if necessary
Check operation of water heater
Inspect radiator for debris
Inspect and tighten belts
Inspect hoses
Inspect external piping
Change coolant (Annual)

2. FUEL SYSTEM:

- Water in fuel: _____ inches
Fuel level: _____
Day tank operation
Check lines and check for leaks
Replace fuel filter (Annual)

3. OIL:

- Oil Level: _____
Change oil and Filters (Annual)
Check operation of lube oil heater
Inspect oil system for leaks

4. INSPECT

- Manifold
Drain plugs
Water pump
Water connections
Mounting bolts
Air inlet piping
Exciter ring connections (If accessible)

5. BATTERY CONDITION

- Check/clean and tighten cables (Annual)
Date installed: _____
Add water if needed Type: _____
Load test battery (Annual)

6. BATTERY CHARGER

- Type: _____
Rate #1 _____ #2 _____ Amps.
Voltage #1 _____ #2 _____ VDC

7. EXHAUST SYSTEM

- Tighten connections & flanges, if needed
Check air filter (replace at Annual)
Check muffler/rain caps/louvers/shutters
Check and drain condensate traps

8. SHUT DOWNS

- Low Oil Pressure
E-Stop
Low Water Level
High Engine Temperature
Over speed (Simulate)
Over Crank

9. TEST TRANSFER SWITCH Yes No N/A

10. RUN LOADED (Annual) UNLOADED

- Oil pressure: _____ psi
Water temperature: _____ °F
Fuel pressure: _____ psi
Raw water pressure: _____ psi
Volts: _____ VAC _____ phase
Amps: _____ average
Frequency: _____ Hz
Battery charging alternator output
Voltage: _____ VDC
Cranking voltage: #1 _____ #2 _____ VDC

11. Engine - Gas or LP

- Check spark plugs (Annual)
Check ignition system (Annual)
Check carburetor and choke system

12. TRANSFER SWITCH

- Visible inspection of ATS closure
Check instruments and gauges
Check selector switch
Check all electrical control connections
Check time delays (Annual)
Check main contacts (Annual)
Verify ATS and generator in Auto
Verify generator breaker(s) closed

PM TYPE (A or Q): _____

COMMENTS: _____

AUTHORIZATION TO PERFORM IDENTIFIED REPAIRS:

Declined/Not Applicable Estimate Requested Authorized

Signature

ATTACHMENT C

BID PROPOSAL PAGE
Generator Maintenance Services
Bid #15-0141

Government Complex

<u>Location</u>	<u>Quarterly</u>	<u>Annual</u>	<u>Extended (Qx3+A)</u>
Property Mgt 200 Division Dr Wilmington,NC	\$_____	\$_____	\$_____
Materials Building 200 Division Dr Wilmington,NC	\$_____	\$_____	\$_____
Fleet Maint. Building 200 Division Dr Wilmington,NC	\$_____	\$_____	\$_____
Animal Control 200 Division Drive Wilmington,NC	\$_____	\$_____	\$_____
Parking Lot 230 Govt Cnt Drive Wilmington,NC	\$_____	\$_____	\$_____
911 Center 230 Govt Cnt Drive Wilmington,NC	\$_____	\$_____	\$_____
IT Department 230 Govt Cnt Drive Wilmington,NC	\$_____	\$_____	\$_____
911 Tower 230 Govt Cnt Drive Wilmington,NC	\$_____	\$_____	\$_____

Fire Stations

Location	Quarterly	Annual	Extended (Qx3+A)
Wrightsboro Station 3515 N Kerr Ave Wilmington,NC	\$ _____	\$ _____	\$ _____
Myrtle Grove Station 5636 Carolina Beach Rd Wilmington,NC	\$ _____	\$ _____	\$ _____
Castle Hayne Station 5311 Castle Hayne Rd Wilmington,NC	\$ _____	\$ _____	\$ _____
Station 51 3805 US Hwy 421 N Wilmington,NC	\$ _____	\$ _____	\$ _____
Main Odgen Station 7375 Market Street Wilmington,NC	\$ _____	\$ _____	\$ _____
Odgen Sub- Station 8310 Sharaz Way Wilmington,NC	\$ _____	\$ _____	\$ _____
Federal Point Station 9815 River Rd Wilmington,NC	\$ _____	\$ _____	\$ _____
Station 52 5901 Murrayville Rd Wilmington,NC	\$ _____	\$ _____	\$ _____

EMS Stations

<u>Location</u>	<u>Quarterly</u>	<u>Annual</u>	<u>Extended (Qx3+A)</u>
EMS 66 Juvenile Center Drive . Wilmington, NC	\$ _____	\$ _____	\$ _____
EMS 22 Juvenile Center Drive . Wilmington, NC	\$ _____	\$ _____	\$ _____

Judicial Complex

<u>Location</u>	<u>Quarterly</u>	<u>Annual</u>	<u>Extended (Qx3+A)</u>
Court House Basement 316 Princess St Wilmington, NC	\$ _____	\$ _____	\$ _____
Complex Courtyard 316 Princess St Wilmington, NC	\$ _____	\$ _____	\$ _____

Sheriff's Office

<u>Location</u>	<u>Quarterly</u>	<u>Annual</u>	<u>Extended (Qx3+A)</u>
Main Complex 1 3950 Juvenile Center Rd Wilmington, NC	\$ _____	\$ _____	\$ _____
Main Complex 2 3950 Juvenile Center Rd Wilmington, NC	\$ _____	\$ _____	\$ _____
CSI Building 3950 Juvenile Center Rd Wilmington, NC	\$ _____	\$ _____	\$ _____

Museum

<u>Location</u>	<u>Quarterly</u>	<u>Annual</u>	<u>Extended (Qx3+A)</u>
Museum 814 Market Street Wilmington, NC	\$ _____	\$ _____	\$ _____

Library

<u>Location</u>	<u>Quarterly</u>	<u>Annual</u>	<u>Extended (Qx3+A)</u>
Main Library 201 Chestnut Street Wilmington, NC	\$ _____	\$ _____	\$ _____

Health Department

<u>Location</u>	<u>Quarterly</u>	<u>Annual</u>	<u>Extended (Qx3+A)</u>
Health Department 2029 S 17 Street Wilmington, NC	\$ _____	\$ _____	\$ _____

<u>Location</u>	<u>Quarterly</u>	<u>Annual</u>	<u>Extended (Qx3+A)</u>
The Harbor 2029 S 17 Street Wilmington, NC	\$ _____	\$ _____	\$ _____

Communication Tower Sites

<u>Location</u>	<u>Quarterly</u>	<u>Annual</u>	<u>Extended (Qx3+A)</u>
Fleminton Tower 3405 Fredrickson Rd Wilmington, NC	\$ _____	\$ _____	\$ _____
Seabreeze Tower 1306 Hill Valley Walk Wilmington, NC	\$ _____	\$ _____	\$ _____
Progress Energy Tower 5700 Holly Shelter Rd Castle Hayne, NC	\$ _____	\$ _____	\$ _____

Emergency Shelter Site

Location	Quarterly	Annual	Extended (Qx3+A)
D.Johnson School 100 Mcrae Street Wilmington, NC	\$ _____	\$ _____	\$ _____
Noble Middle School 6520 Market Street	\$ _____	\$ _____	\$ _____
Trask Middle School 2900 N College Rd Wilmington, NC	\$ _____	\$ _____	\$ _____
Easton Elem.School 6701 Gordan Rd Wilmington, NC	\$ _____	\$ _____	\$ _____
Codington Elem.School 4321 Carolina Beach Rd Wilmington, NC	\$ _____	\$ _____	\$ _____

Environmental Management

Location	Quarterly	Annual	Extended (Qx3+A)
Env. Management 3002 US Hwy 421N Wilmington,	\$ _____	\$ _____	\$ _____

Landfill

Location	Quarterly	Annual	Extended (Qx3+A)
Landfill 5210 US Hwy 421N Wilmington,	\$ _____	\$ _____	\$ _____

Total Group	Quarterly \$ _____	Annual \$ _____	Extended \$ _____
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BID PROPOSAL:

Having become completely familiar with the local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by New Hanover County and titled: **Generator Maintenance Program**

The undersigned Bidder hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the aforesaid Bidding Documents for the lump sum consideration of: (Bidder shall write in the amount of the bid here)

(\$ _____)

Total PM Bid _____ Dollars

said amount being hereinafter referred to as the Total Bid or Total Bid Proposal.

Hourly Rate for Non-PM Repair Services (standard business hours) _____ \$/hr

Hourly Rate for Non-PM Repair Services (non-standard business hours) _____ \$/hr

The undersigned Bidder certifies that their services being bid will meet or exceed the minimum specifications as presented in the attached bid package. Bidder certifies that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. Bidder understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature and Date of Representative	
NAME AND TITLE:	
COMPANY:	
ADDRESS:	
TELEPHONE:	
EMAIL:	

NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this _____ day of _____ 2015 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, hereinafter referred to as "Contractor."

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. **Scope of Services.** Contractor shall provide generator maintenance and repair at various County locations and facilities as more fully described on Exhibit A, attached hereto and incorporated herein by reference.

2. **Time of Performance.** The term of this Agreement shall from Notice to Proceed and all work shall be completed by midnight on June 30, 2016. Upon thirty (30) days written notice prior to the expiration of the contract term, the agreement may be renewed for three (3) additional one (1) year periods.

3. **Payment.** County hereby agrees to pay for the cost of this Contract not to exceed a sum of _____ (\$_____) Dollars. Payment is contingent upon a final County inspection and acceptance of work.

4. **Extra Work.** County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. **Indemnity.** Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of Contract or personal injuries or death or on account of property damages arising out of or relating to the work or services to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and subcontractors.

6. Insurance. Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. Minimum Scope and Limits of Insurance

7.1 Commercial General Liability

7.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.

7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

7.1.4 Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

7.2 Workers' Compensation and Employer's Liability

7.2.1 Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

7.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work or services performed by Contractor for County.

7.3 Business Auto Liability

7.3.1 Contractor shall maintain Business or Personal Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

7.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

7.4 Deductibles and Self-Insured Retentions

7.4.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, or employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.4.2 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, regardless of whether County is an insured under the policy.

7.5 Miscellaneous Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

7.5.1 Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County its officers, officials, agents, and employees.

7.5.2 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

7.5.3 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.6 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

7.7 Evidence of Insurance

7.7.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.7.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.7.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.8 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.9 Conditions

7.9.1 The insurance required for this Contract must be on forms acceptable to County.

7.9.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.9.3 Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Contract and shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.9.4 Contractor shall promptly notify the Cape Fear Museum and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.9.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

7.9.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.9.7 By requiring insurance herein, 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 of Contractor's liability under the indemnities granted to County in this Contract.

7.9.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

7.9.9 Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.9.10 County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the work or service area or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall

immediately discontinue providing the work or service and, if applicable, placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Professional on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. Non-waiver of Rights. The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. Subcontracts. The Contractor shall utilize no subcontractors for carrying out the services to be performed under this Contract without the written approval of the County.

15. Entire Contract. This Contract constitutes the entire understanding of the parties.

16. Binding Effect. This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

17. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Contract.

18. Severability. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

19. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

20. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

21. E-Verify Compliance. Pursuant to N.C.G.S. § 143-48.5 (Session Law 2015-418), Contractor shall fully comply and certify compliance of each of its subcontractors with Article 2 of Chapter 64 of the N.C. General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. County shall be provided affidavits attesting to Contractor's and subcontractor's compliance or exemption. Violation of the provision, unless timely cured, shall constitute a breach of Contract..

22. Accounting Procedures for Refund of County Sales & Use Tax. Pursuant to G.S. 105-164.14(c), the County is entitled to a refund of sales and/or use taxes paid by contractors on purchases of building materials, supplies, fixtures and equipment that become a part of or are annexed to any building or structure that is owned or leased by the County and is being erected, altered or repaired for use by the County.

Contractors shall provide a "certified statement" containing the specific required information. The certified statement must include all of the following information:

- a. the date the property was purchased;
- b. the type of property purchased;
- c. the cost of property purchased and the amount of sales and use taxes paid thereon;
- d. the project for which the property was used;
- e. if the property was purchased in this State, the county to which it was delivered; and
- f. if the property was not purchased in this State, the county in which the property was used.

If the contractor makes several purchases from the same vendor, the certified statement must indicate each invoice number, the inclusive dates of the invoices, the total amount each invoice, and the state and local sales and use taxes paid on the purchase. The statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of state and local sales or use tax paid by the contractor. If subcontractors are used, similar certified statements by its subcontractors must be obtained by the general contractor and furnished to the County. Local sales or use taxes included in the contractor's statements must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by the contractor for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by the County and is being erected, altered or repaired for use by the County.

Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals.

A certified statement must be provided with each pay request. If there was no sales or use tax paid during the period, the contractor shall provide a "Zero" sales and use tax statement. .

23. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:
New Hanover County Property Management
Attn: Jerome Fennell, Director
200 Division Drive
Wilmington, NC 28401

To Contractor:

24. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

25. Contract Under Seal. The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

NEW HANOVER COUNTY

[SEAL]

_____ County Manager

ATTEST:

Interim Clerk to the Board

CONTRACTOR

[SEAL]

President (Seal)

ATTEST:

Secretary

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

Approved as to form:

County Finance Director

County Attorney

NORTH CAROLINA

NEW HANOVER COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that Teresa P. Elmore acknowledged that she is Interim Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its _____ County Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this _____ day of _____, 2015.

Notary Public

My commission expires: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is Secretary of _____ and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Executive Director.

WITNESS my hand and official seal, this _____ day of _____, 2015.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF _____

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

1. Employer 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 NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. **(Mark Yes or No)**

a. YES _____, or

b. NO _____

4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This ____ day of _____, 2015.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 2015.

My Commission Expires:

Notary Public



(Affix Official/Notarial Seal)