

**REQUEST FOR PROPOSALS**  
**PARKING MANAGEMENT SERVICES**  
**AT THE NEW HANOVER COUNTY PARKING GARAGE**  
**RFP # 16-0236**

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**COUNTY COMMISSIONERS**

**JONATHAN BARFIELD, JR., CHAIRMAN**

**BETH DAWSON, VICE-CHAIRMAN**

**WOODY WHITE**

**SKIP WATKINS**

**ROB ZAPPLE**

**CHRIS COUDRIET, COUNTY MANAGER**

**NEW HANOVER COUNTY, WILMINGTON, NC**

**REQUEST FOR PROPOSALS**

**PARKING MANAGEMENT SERVICES**

**RFP # 16-0236**

Sealed proposals addressed to Lena L. Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**RFP # 16-0236-PARKING MANAGEMENT SERVICES**” will be accepted until **5:00 P.M. EST, Friday, February 19, 2016.**

Submitted proposals are not subject to public inspection until a contract is awarded and executed. Proposals will be evaluated and bidders may be requested to provide a demonstration of their proposed products and services offered.

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

New Hanover County reserves the right to accept or reject any or all proposals and to make the award which will be most advantageous to the County.

Lena L. Butler, Purchasing Supervisor  
(910) 798-7190

Published:      Friday, January 15, 2016

## Section 2 Instructions and General Conditions

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### 2.1 Schedule

Advertisement	<b>Friday, January 15, 2016</b>
Deadline for Questions	<b>Friday, January 29, 2016 by 5:00 PM</b>
Deadline for Responses	<b>Friday, February 5, 2016</b>
Deadline for Receipt of Proposals	<b>Friday, February 19, 2016 at 5:00 PM</b> New Hanover County Finance Department 230 Government Center Drive, Suite 165 Wilmington, NC 28403
Proposals Evaluated	<b>February 22-26, 2016</b>
Presentations	<b>March 1-3, 2016</b>
Proposed Date of Award	<b>Monday, March 21, 2016</b>

### 2.2 Bidder Instructions

- 2.2.1** Proposals should be submitted containing **one clearly marked original** one (1) copy on CD/DVD/USB drive. . Submit proposals in a sealed envelope properly marked "**RFP # 16-0236 PARKING MANAGEMENT SERVICES**" and address to the County at the following address:  
New Hanover County Finance Department  
Attn: Lena Butler, Purchasing Agent  
230 Government Center Drive, Suite 165  
Wilmington, NC 28403
- 2.2.2** No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will not be considered.
- 2.2.3** Submitted proposals are not subject to public inspection until a contract is awarded. Proposals will be evaluated and bidders may be requested to provide additional informational to clarify the services offered.
- 2.2.4** 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](mailto:lbutler@nhcgov.com) or faxing (910) 798-7806.

All questions concerning this proposal shall reference the section number and page. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum which will be posted on the County's website and may be obtained at <http://www.nhcgov.com/business-nhc/bids>. **All questions shall be received no later than 5:00 P.M., EST, Friday, January 29, 2016.**

Bidders may not have communications, verbal or otherwise, concerning this RFP 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 proposal will be rejected.

All Bidders who intend to submit a proposal for this solicitation should send an email to [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com). Your email should include contact information where you wish to receive any addenda issued this RFP; if applicable.

- 2.2.5** The deadline for receipt of all proposals is **Friday, February 19, 2016 at 5:00 PM, EST**. Any proposals received after the scheduled closing time will not be accepted.
- 2.2.6** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be in the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.
- 2.2.7** Prior to the determination of the award, the County may require presentations. If presentations are requested, proposing bidders must be prepared to present in the event they become a finalist. These presentations should clarify any portion of their response or describe how the functional requirements will be accomplished.

Bidders who are deemed finalists will be notified via email and asked to make their presentations during **March 1-3, 2016**.

The County reserves the right to conduct discussions with bidders, and to accept revisions of proposals, and to negotiate price changes. During this period of discussion, the County will not disclose any information derived from proposals submitted, or from discussions with other bidders.

- 2.2.8** Once an award is made, all proposals become public record and will be disclosed upon request. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the vendor while attempting to maximize the availability of information to the public.

- 2.2.9** 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.
- 2.2.10** The award will be made to the responsible bidder whose proposal is determined to be the most advantageous to the County based on the evaluation factors set forth in this Request for Proposal. Although price will be considered, it will not be the sole determining factor.
- 2.2.11** Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected.
- 2.2.12** The County reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof.
- 2.2.13** The successful bidder is expected to enter into a contract with the County.
- 2.2.14** Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of the Request for Proposal are for the purpose of describing and /or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any bidder and is included in order to advise the potential bidder of the requirements for the County. Any offer, which proposes quality, design, or performance, will be considered.
- 2.2.15** Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications and/or scope of work.
- 2.2.16** All proposals and accompanying documentation will become the property of New Hanover County at the time the proposals are opened.
- 2.2.17** The County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.
- 2.2.18** If the Vendor 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.
- 2.2.19** The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

**2.2.20** Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

**2.2.21** Bidder shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of A or higher, and acceptable to New Hanover County, of the kinds and minimum amounts specified below:  
**(INCLUDE PROOF OF INSURANCE WITH PROPOSAL)**

**Certificates and Notice of Cancellation.** Before commencing work under this contract, Vendor shall furnish County with certificates of all insurance required below. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County".

The Certificate of Insurance, naming New Hanover County as an additional insured, shall be further evidenced by an actual endorsement furnished to the County from the insurer within thirty (30) days of the signing of the contract between the Vendor and the County.

**Workers Compensation and Employers Liability Insurance.** Covering all of the Vendor's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employers liability insurance providing limits at least in the amount of \$1,000,000/1,000,000/1,000,000 applicable to claims due to bodily injury by accident or disease.

**Commercial General Liability.** Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in the amount of \$1,000,000 per occurrence, combined single limits, applicable to claims due to bodily injury and/or property damage. New Hanover County shall be named as an additional insured under this policy.

**Automobile Liability Insurance.** Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

**Fidelity Bond.** The Contractor shall take out and maintain an Employee Blanket Fidelity Bond protecting the CONTRACTOR and the COUNTY with limits at

least in the amount of \$100,000. The COUNTY shall be named as an additional insured under the bond.

**Cyber Liability.** Bidder shall maintain cyber liability insurance in the amount of \$1,000,000 each occurrence and insuring against liability to cover expenses associated with data breaches, including; notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties and loss resulting from identity theft.

### **Section 3: Purpose of Proposal**

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The New Hanover County Finance Department is seeking the services of qualified firms to provide Comprehensive Parking Management Services for Off-Street Parking services.

These parking services will include the operation and management of 1 parking deck with 650 spaces located at 201 Chestnut Street and 1 surface lot with 83 spaces located at the corner of Chestnut and N 3<sup>rd</sup> Street in an efficient, professional manner while providing quality customer service at all times.

Operation of the off-street parking deck is twenty-four hours a day seven days a week (24/7) and includes the use of a pay-in-lane system. Parking enforcement of the surface lot is Monday – Friday 7:30 a.m. to 4:30 p.m.

Duties include operation and maintenance of a parking booth, parking deck security, maintenance of pay-in-lane system and equipment, signage, account management and setup, hotel account management and oversight of parking keycards, billing and collection of daily and monthly parking fees, ticket issuance, adjudication of parking appeals, addressing customer complaints, and monthly reporting to the County.

## **Section 4: Scope of Services**

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### **4.1 Parking Systems Management and Operations Manual**

The Contractor shall develop and maintain a Policies and Procedures Manual that is specifically designed for New Hanover County parking deck, surface lot parking enforcement and comprehensive parking management software systems. The management manual shall consist of, but is not limited to, the following:

- A. Consult with New Hanover County to develop adequate staffing levels.
- B. Provide instructions on general cashiering procedures.
- C. Develop outline specifications for audit/transaction report needs. Consult with County Finance Department to develop necessary daily and monthly reporting requirements.
- D. Provide instructions on quality customer service. Include customer service as a component of employees' evaluation.
- E. Recommend and coordinate the implementation of improved security measures in our parking deck to create safe 24-hour parking.
- F. Develop written instructions to be given to each employee.
- G. Develop a schedule for regular litter pick-up, cleaning and line striping of the garage by Contractor.
- H. Develop an enforcement schedule for the parking deck and surface lot.
  - 1. Surface lot located at 320 Chestnut Street will require parking enforcement from 7:30 a.m. to 4:30 p.m. Monday through Friday.
- I. Develop procedures for collection of monthly parking fees and special event fees such as Riverfest and Azalea Festival and maintenance of appropriate records.
- J. Establish creative innovative strategies to enhance the overall parking system

### **4.2 Management**

- 4.2.1 Contractor shall provide an on-site full-time professional manager with experience and skills needed to operate a comprehensive parking program. Credentials for this staff person must be provided prior to the person being assigned to the County. Minimum

criteria are experience with similarly sized operations and demonstrated ability to manage a diverse system. The County reserves the right to have this person replaced if their work performance is unsatisfactory in the opinion of the County.

### **4.3 Personnel And Operations**

- 4.3.1 Contractor will provide and maintain thorough training for enforcement personnel as well as parking facilities operators.
- 4.3.2 Contractor's employees will be required to wear uniforms identifying them as parking company employees. The clothing must display a County approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations or managing parking facilities. The uniforms will be subject to approval by New Hanover County and will be maintained and worn in a presentable condition. The uniform will also have a clearly visible and readable nametag that must be worn at all times. Coats and jackets worn over the uniform as well as hats shall be subject to the same requirements
- 4.3.3 Contractor to provide a high level of customer service by employing friendly, helpful, customer oriented personnel.
- 4.3.4 The County will assist the contractor in the proper procedures and policies regarding ticketing, parking facilities, and customer service.
- 4.3.5 The Contractor will take adequate steps to ensure the safety and security of all personnel and property. An appropriate safety program shall be included in a training manual.
- 4.3.6 The Contractor shall employ all responsible safety precautions and devices necessary to safely enforce the parking ordinance and fulfill the terms of this contract and is solely responsible for the safety of its employees.
- 4.3.7 From time to time the County will amend its ordinances and schedule of parking regulations pertaining to parking enforcement or facility fee schedule. The Contractor will be required to change its procedures as necessary in order to conform to the amended ordinances and schedule of parking regulations, at no change in price unless mutually agreed otherwise. See Fee Schedule Attachment B.
- 4.3.8 In the event of inclement weather, the Contractor shall consult with the New Hanover County Chief Financial Officer or their designee prior to ceasing any operations. The Contractor is responsible for snow or ice removal on the parking deck. The use of salts or other chlorides shall not be permitted on any parking structures. The Contractor is responsible for hurricane debris pick-up.
- 4.3.9 At the completion or termination of this contract, the Contractor shall provide account and financial information to the County and shall assist the County, at no additional cost, in transferring this information into whatever format or system the County deems necessary at that time.

### **4.4 Repairs and Maintenance to Facilities**

4.4.1 The Contractor shall be responsible for the following items related to the repair and maintenance of the facilities:

- Clean-up of graffiti and vandalism.
- Report damage caused by vehicles and file a police report for claim of insurance.
- Report structural problems of structures, light poles, light globes (with exception of bulbs and tubes), etc. to County Chief Financial Officer, or designee to arrange for repairs if requested to do so.
- Monitor the condition of the parking facilities, and making a monthly report of conditions to the County.
- Report maintenance problems promptly to the County and see that problems reported to the County for repair are completed by the County in a timely manner. In no case shall the Contractor act as an agent of the County in carrying out these repairs.
- Report graffiti and vandalism requiring repairs to the facilities.
- Replace burned out light bulbs, and carry-out other such routine maintenance duties.

4.4.2 The County shall be responsible for the structural maintenance of County facilities.

4.4.3 The Contractor shall furnish equipment necessary for the off-street facilities including booth attendant fee computers, ticket printers, gates, clocks, coin changers, light bulbs, parking scan cards, etc. The Contractor will be responsible for repairs and maintenance, including replacement parts and labor.

4.4.4 The County shall insure that all bulbs, fixtures, tubes, etc. are in working order at the facility at the beginning date of this contract.

4.4.5 The Contractor shall be responsible for cleaning stairwells and pedestrian walk ways, parking stalls, aisles, vehicle entrances and exits, parking attendant booths, fencing, walls, guardrails, signs, lighting, elevators, and revenue access control equipment.

4.4.6 The Contractor shall provide regular sweeping, daily litter pick-up and mopping of problem areas at the County Parking Deck by 7:30am every day of the week.

4.4.7 The Contractor shall provide landscaping services around the facilities to included but not limited to tree/bush/grass trimming appropriate plantings no more than six (6) times a year or as requested by the County.

4.4.8 The Contractor shall provide monthly sweeping of the parking deck with a street sweeper.

4.4.9 The Contractor shall power wash the stairwells every month and within a week after major city events including, but not limited to Azalea Festival, Fourth of July and Riverfest.

4.4.10 The Contractor will be responsible for daily elevator cleaning and operational checking by 7:30 am every day.

4.4.11 The Contractor shall be responsible for monthly security system checks of elevator phones, emergency call boxes, cameras and fire extinguishers. The Contractor will initiate maintenance calls on elevators, emergency call boxes, CCTV cameras and equipment.

4.4.12 The County is responsible for payment of the repairs for the elevators, emergency call boxes, CCTV cameras and equipment and maintenance agreements for said equipment.

4.4.13 The Contractor is responsible for the quarterly painting of the city owned garages curbs.

#### **4.5 Equipment Repairs and Maintenance**

4.5.1 Unless otherwise provided in this agreement, the Contractor shall purchase all necessary equipment including cash registers, hand-held ticket printers and all related supplies, including tickets, fee computers, monthly account permit tags or access cards, etc. Contractor will be responsible for repairs and maintenance, including replacement parts and labor.

4.5.2 The Contractor will be responsible for maintaining adequate inventory of gate arms.

4.5.3 The Contractor shall repair equipment promptly or present a repair plan to the County if repairs will take more the 24 hours.

#### **4.6 Parking Management Software**

4.6.1 The Contractor shall provide the latest version of cashiering and pay-in-lane software.

4.6.2 The Contractor shall provide the County on-line access to system activity.

4.6.3 The software license and data shall remain the property of the County at the end of this contract.

4.6.4 The Contractor is responsible for purchasing and maintaining security software, wands or check point devices as needed.

## **Section 5: Minimum Proposal Requirements**

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- 5.1 Interested vendors must have five (5) or more years' experience operating a comprehensive Off-Street Parking program in a downtown area to submit a Proposal. If you do not meet this requirement your Proposal will be disqualified.
- 5.2 Interested vendors should provide a comprehensive proposal describing in detail the organization and procedures that would be provided in meeting the parking enforcement and management needs of New Hanover County. Specific guidelines, requirements and provisions follow this section and should be addressed in the proposal. The following are minimum proposal requirements that will be evaluated. Proposals must also address the items referenced in the Award Criteria above.
- 5.3 Complete descriptions of the organization(s) providing the services, along with descriptions of all services, data and equipment provided.
- 5.4 A proposal for staffing levels during hours of operation for the New Hanover County parking deck and surface lot.
- 5.5 A proposal for security on the New Hanover County Deck.
- 5.6 A procedure for ensuring the daily deposit of receipts into the bank accounts designated by the County. A detailed description of revenue operating procedures and cash handling safeguards to be utilized demonstrating how all revenue will be collected, transported, deposited and reported to the County.
- 5.7 Provide contractor's compliance certification for payment processing services of the Payment Card Industry (PCI-DSS) and Payment Application (PA-DSS) Data Security Standards.
- 5.8 Provide contractor's policy and procedures for an Identity Theft Prevention Program pursuant to the Federal Trade Commission's Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. 16C.F.R. § 681.2.
- 5.9 The proposal needs to contain at least three recent references from municipalities or counties of comparable size.
- 5.10 The proposal needs to include the last two year's financial statements.
- 5.11 A proposal for off-street parking management strategies.
- 5.12 A proposal for the equipment and software programming available to county that is provided as part of the project.

5.13 Procedures for resolving grievances between the Contractor and the parking patron. A written procedure for grievance resolution should be included with the proposal.

**Section 6: Evaluation Criteria**

	<b>Evaluation Criteria</b>	<b>Weight</b>
A.	<p><b>Completeness of Response:</b> Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p>	Pass/Fail
B.	<p><b>Cost:</b> The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?); and</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the services to be provided?);</li> </ol> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	40 Points
C.	<p><b>Relevant Experience:</b> Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Do the individuals assigned to the project have experience on similar projects?</li> <li>2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?</li> <li>3. How extensive is the applicable education and experience of the personnel designated to work on the project?</li> </ol>	15 Points
D.	<b>References</b>	15 Points
E.	<p><b>Understanding of the Project:</b> Proposals will be evaluated against the RFP specifications and the</p>	

	<p>questions below:</p> <ol style="list-style-type: none"> <li>1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the proposer identified pertinent issues and potential problems related to the project?</li> <li>3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide?</li> <li>4. Has the proposer demonstrated that it understands the County's time schedule and can meet it?</li> </ol>	20 Points
<b>F.</b>	<p><b>Methodology:</b> Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</li> <li>2. Does the methodology match and contribute to achieving the objectives set out in the RFP?</li> <li>3. Does the methodology interface with the County's time schedule?</li> </ol>	10 Points
<b>G.</b>	<b>Total</b>	<b>100 Points</b>

**Section 7: Bid Proposal Form**

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**PARKING MANAGEMENT SERVICES**

**RFP # 16-0236**

**Deadline for Receipt of Proposals: 5:00 p.m. EST, Friday, February 19, 2016**

I certify 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. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Describe and list all costs that would be associated with implementation of your system and services.

The Contractor will furnish all services and supplies to operate the facility in accordance with the requirements of this request for proposal for a monthly fee of: \$ \_\_\_\_\_

Cost of Software \$ \_\_\_\_\_

Cost of License \$ \_\_\_\_\_

List Other Costs: \$ \_\_\_\_\_

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

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

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

Total Cost \$ \_\_\_\_\_

**Addendum**

Receipt of the following Addendum is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_, 2016

**Bidder Information**

Please check as appropriate and complete the items below.

The Bidder is:

\_\_\_\_\_ An Individual

\_\_\_\_\_ A Partnership between: \_\_\_\_\_

\_\_\_\_\_ A Joint Venture consisting of: \_\_\_\_\_

\_\_\_\_\_ A Corporation organized under the laws of the State of \_\_\_\_\_

<b>AUTHORIZED SIGNATURE</b>	
<b>PRINTED NAME AND TITLE:</b>	
<b>DATE</b>	
<b>COMPANY:</b>	
<b>ADDRESS:</b>	
<b>TELEPHONE:</b>	
<b>EMAIL:</b>	

**Section8: Draft Contract # 16-0236**

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NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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. Contract Document. The parties agree that the contract documents shall include the following which are incorporated herein by reference;  
Contractor's response to RFP  
Certificate of Insurance  
Any other information supplied by the Contractor
2. Scope of Services. Contractor shall provide parking management services at the County's parking deck located at 201 Chestnut Street and surface lot located at the corner of Chestnut and N 3<sup>rd</sup> Street Wilmington, NC 28401.
3. Time of Performance. Contractor shall provide services under this contract for the period July 1, 2016 through June 30, 2019. This contract shall be renewed at the option of the County for two additional one year periods.
4. Payment. County hereby agrees to pay to the Contractor as follows;  
To Be Determined.
5. Extra Work. County and Contractor shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.
6. Indemnity. Contractor shall indemnify and hold New Hanover County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, to the extent resulting from the negligence of or the willful act or omission of Contractor, his agents, employees and subcontractors.

7. Insurance. Contractor shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher, and acceptable to County, of the kinds and minimum amounts specified below.

8. Certificates and Notice of Cancellation. Before commencing work under this contract, Contractor shall furnish County with certificates of all insurance required below. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County". The Certificate of Insurance, naming New Hanover County as an additional insured on Contractor's Commercial General Liability and Auto Liability Policies, shall be further evidenced by an actual endorsement furnished to the County from the insurer within thirty (30) days of the signing of the contract between the Contractor and the County.

9. Workers Compensation and Employers Liability Insurance. Covering all of the Contractor's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employers liability insurance providing limits at least in the amount of \$100,000/500,000/100,000 applicable to claims due to bodily injury by accident or disease.

10. Commercial General Liability. Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. The policy shall provide liability limits at least in the amount of \$1,000,000 per occurrence, combined single limits, applicable to claims due to bodily injury and/or property damage. **New Hanover County shall be named as an additional insured under this policy.**

11. Automobile Liability Insurance. Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

12. Fidelity Bond. The Contractor shall take out and maintain an Employee Blanket Fidelity Bond protecting the CONTRACTOR and the COUNTY with limits at least in the amount of \$100,000. The COUNTY shall be named as an additional insured under the bond.

13. Cyber Liability. Bidder shall maintain cyber liability insurance in the amount of \$1,000,000 each occurrence and insuring against liability to cover expenses associated with data breaches, including; notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties and loss resulting from identity theft.

14. Independent Contractor. It is mutually agreed that 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.

15. Warranty. The Contractor warrants County that any and all services provided under this contract will be provided in accordance with the prevailing standards of care for professional excessive prevailing in North Carolina at the time of performance and that any and all materials and equipment furnished will be of good quality and new unless otherwise permitted by this contract. All work not conforming to these requirements may be considered defective. All work shall conform to applicable Federal, State and local laws and regulations. Contractor shall be responsible for all costs, damages and expenses including, but not limited to, penalties, fines and fees, that the County may incur as a result of Contractor's failure to perform under this Agreement.

16. Default and Termination. If Contractor fails to prosecute the work 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 ten (10) days of County's mailing of Notice of Default, or provides defective service, 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 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 project is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for services performed to the date of termination. In no event will the amount due Contractor exceed that amount set forth in paragraph 3 of this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy which it may have against Contractor, including claims for damages.

17. Nonwaiver of Rights. It is agreed that County'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.

18. 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.

19. 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.

20. E-Verify. Pursuant to S.L. 2015-294, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

21. Entire Agreement. This agreement constitutes the entire understanding of the parties.

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

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

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

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

26. Notices. All notice 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 Finance Department  
**Attention:** Lisa Wurtzbacher, Chief Financial Officer  
230 Government Center Drive Suite 165  
Wilmington, NC 28403

**To Vendor:**

27. Assignability. It is mutually agreed by the parties hereto 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.

28. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

**IN WITNESS WHEREOF**, the parties have caused the execution of this instrument, by authority duly given on the day and year first above written.

[SEAL]

NEW HANOVER COUNTY

\_\_\_\_\_  
Chris Coudriet, County Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Board

[CORPORATE SEAL]

VENDOR

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Secretary

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

Approved as to form:

\_\_\_\_\_  
Lisa Wurtzbacher, Chief Financial Officer

\_\_\_\_\_  
County Attorney

NORTH CAROLINA

NEW HANOVER COUNTY

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that she is Clerk to the Board of County 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 Chairman, sealed with its official seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

My commission expires:\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that (s)he is Secretary of \_\_\_\_\_, a \_\_\_\_\_ corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, \_\_\_\_\_, sealed with its official seal and attested by himself/herself as its Secretary.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2016

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

My commission expires:\_\_\_\_\_