

REQUEST FOR BIDS
IN VESSEL COMPOSTING EQUIPMENT
NEW HANOVER COUNTY ENVIRONMENTAL MANAGEMENT
RFB # 17-0153



COUNTY COMMISSIONERS

BETH DAWSON, CHAIRMAN
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ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER

REQUEST FOR BIDS
IN VESSEL COMPOSTING EQUIPMENT
NEW HANOVER COUNTY ENVIRONMENTAL MANAGEMENT
RFB #17-0153

Sealed bids addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked **“IN VESSEL COMPOSTING EQUIPMENT-RFB #17-0153”** will be accepted until **3:00 P.M. EST, THURSDAY, SEPTEMBER 29, 2016.**

The bids will be publicly opened and read immediately following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 500, Wilmington, North Carolina 28403.

Instructions for submitting bids 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 bids and to make the purchase which will be in the best interest of the County.

Posted: September 8, 2016

Section 2 Instructions and General Conditions

2.1 Schedule

Release Date	<i>Thursday September 8, 2016</i>
Deadline for Questions. All questions must be submitted in writing to Lena Butler, Purchasing Supervisor, lbutler@nhcgov.com).	<i>Friday, September 16, 2016 at 5:00 PM</i>
Questions will be answered via written addendum.	<i>Wednesday, September 21, 2016 by 5:00 PM</i>
Deadline for Receipt of Bids	<i>Thursday, September 29, 2016 at 3:00 PM</i> New Hanover County Finance Department 230 Government Center Dr. Wilmington, NC 28403 (Opening to be held in Conference Room 500)

2.2 Preparation of Bid Proposal

2.2.1 Completion of Bid Form: Bidders are directed to submit their bid on the bid proposal form contained in this bid package. Bidders are instructed to submit the original along with one (1) electronic copy on either a CD or a flash drive. 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. Changes or corrections made on the Bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been received and opened. No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will not be considered. **BIDS NOT SIGNED WILL BE REJECTED.**

2.2.2 Deviations: New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to 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.

2.2.3 Warranties: Bidder warrants that all goods furnished shall be free from all defects, and shall conform in all respects to the technical specifications established by the County.

If the County's specifications include a statement of the particular purpose for which the goods will be used, the goods offered by bidder shall be fit for this purpose.

2.2.4 Communications: After the bid issue date, all communications between the County and prospective bidders regarding this bid request shall be in writing. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Lena Butler, Purchasing Supervisor, via email: lbutler@nhcgov.com.

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 bidder attempts or completes any unauthorized communication, the County will reject the Bidder's bid.

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 PM, EST, FRIDAY, SEPTEMBER 16, 2016.**

Questions will be answered via a written addendum to be issued no later than **Wednesday, September 21, 2016 by 5:00 PM EST.**

2.3 Submission of Bid Proposal

Submit one (1) original and one (1) electronic copy of the bid on either a CD or flash drive in a sealed envelope properly marked

“In Vessel Composting Equipment, RFB #17-0153” and addressed to:

New Hanover County Finance Department
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Dr., Suite 165
Wilmington, NC 28403

2.4 Cost of Preparation of Response

Costs incurred by prospective Bidders in the preparation of the response to this Request for Bid are the responsibility of the responding Bidder and will not be reimbursed by the County.

2.5 Execution of Agreement

The successful Bidder will be required to enter into a formal agreement that is consistent with the bid package outlined within. The Bidder to whom the Contract is awarded by County shall within 15 days after notice of award and receipt of Agreement forms from the County, sign and deliver to the County all required copies of said Agreement. (Sample of Agreement (Draft Contract) is attached in bid packet - specifics may change to comply with bid specifications).

2.6 Trade Secret Confidentiality

All bid proposals received and recorded at the bid opening are considered public record and available for public inspection. 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 BIDDER while attempting to maximize the availability of information to the public.

2.7 Deadline for Receipt of Bids

The deadline for receipt of bids is **Thursday, September 29, 2016 at 3:00 PM EST**. Bids will be opened promptly and read aloud in the New Hanover County Conference Room 500 located at New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, NC 28403. Bidders or their authorized agents are invited to be present. Any bids received after the scheduled closing time for the receipt of bids will be rejected.

2.8 Withdrawal of Bids

A bidder submitting a bid for construction or repair work or for the purchase of apparatus, supplies, materials, or equipment may withdraw the bid from consideration after the bid opening without forfeiture of his bid security if the price bid was based upon a mistake, which constituted a substantial error, provided the bid was submitted in good faith, and the bidder submits credible evidence that the mistake was clerical in nature as opposed to a judgment error, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the bid sought to be withdrawn.

A request to withdraw a bid must be made in writing to the County prior to the award of the contract, but not later than 72 hours after the opening of bids. If the work or purchase is rebid, under no circumstances may the bidder who has filed a request to withdraw be permitted to rebid the work or purchase.

2.9 Authorized Signature

Please be advised that the person signing the bid must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the delivery and installation period requested. **BIDS NOT SIGNED WILL BE REJECTED.**

2.10 Taxes

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

2.11 Responsibility of Compliance with Legal Requirements

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.

2.12 E-Verify

Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must submit a certification of compliance with E-Verify to the County, and on a periodic basis thereafter as may be required by the County.

2.13 Iran Divestment Certification

This Act requires that the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor or subcontractor found on the State Treasurer's Final Divestment List. Contractor certifies that it or its subcontractors are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-85.60. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

2.14 Condition of Award

The award of any contract resulting from this bid will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the bid for the performance of the contract. The term responsibility implies skill, judgment and integrity necessary to the faithful performance of the contract, as well as sufficient financial resources and ability.

2.15 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 Contractors agree 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 Contractor 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.

2.16 Minority Participation

New Hanover County invites and encourages participation in this Request for Bids by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

2.17 Indemnity

Successful Bidder shall indemnify and hold the 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 the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Successful Bidder, his agents, employees and subcontractors.

2.18 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.

2.18.1 Workers Compensation and Employers Liability Insurance.

Bidder shall maintain Worker's Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

The Employer's Liability, and if necessary, Commercial Umbrella Liability (CUL) insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

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

2.18.2 Commercial General Liability.

Bidder shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) 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 project/location or the general aggregate shall be twice the required limit.

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.

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 Bidder; products and completed operations of Bidder; premises owned, leased or used by Bidder; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

Bidder'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 in excess of and shall not

contribute to Bidder's insurance.

2.18.3 Automobile Liability Insurance

Bidder shall maintain Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in performance of services.

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.

Bidder'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 in excess of and shall not contribute to Contractor's insurance.

2.19 Addendum

The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be mailed to all bidders who are listed with the Finance Office as having received the bid package.

2.17 Compliance with Bid Requirements

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

2.20 Successful Bidder

The successful bidder who is not currently set up as a vendor in County's vendor file will be required to submit a completed W-9 and EFT form in order to be entered into the County's vendor database.

2.21 Contractor Safety Requirements

2.21.1 Contractor shall comply with all local, state and federal safety rules and regulations and shall sign and return NHC Environmental Management Contractor Compliance Requirements document (attached to the contract).

2.21.2 The Contractor shall be solely responsible for maintaining safety at all work sites. The Contractor shall take all reasonable steps to insure safety for both workers and visitors to include traffic control.

2.21.3 The Contractor shall comply with all NC Department of Transportation requirements including, but not limited to, placards and training.

2.22 Statement of Assurances and Compliance

The attached Statement of Assurances and Compliance must be completed and attached to the bid documents.

2.23 Right of Rejection

New Hanover County reserves the right to accept or reject any or all bids and to make the purchase which will be in the best interest of the County.

Section 3 Specifications

3.0 GENERAL INFORMATION

New Hanover County is requesting bids from qualified Contractors who sell and install “In Vessel Composting Equipment”, including turn-key installation, on-site training in equipment operation and general maintenance, and maintenance support services, for the County’s landfill located at 5210 HWY. 421 N, Wilmington, NC.

New Hanover County’s Department of Environmental Management employs 33 personnel and is comprised of four (4) divisions: Landfill, Recycling, Household Hazardous Waste, and Administration. The County owns and operates all of the facilities and equipment associated with the Department.

The New Hanover County Secure Landfill operates in accordance with the North Carolina Department of Environment and Natural Resources (NCDENR) Solid Waste Permit No. 65-04, as originally issued on August 24, 1981. The facility services the surrounding municipalities and unincorporated area of New Hanover County and is the sole municipal solid waste landfill within the County. The landfill is located at 5210 U.S. Highway 421 North, Wilmington, NC. It employs 19 personnel. The landfill includes the working cells where waste is disposed, buffer zones, natural wetlands, constructed wetlands for natural treatment of leachate, a wastewater treatment plant, and a construction and demolition (C&D) recycling operation. Newly installed C&D sorting equipment is used to separate scrap lumber, gypsum wallboard, cardboard, asphalt shingles, rigid plastics, carpet, yard debris, white goods, and scrap metals.

Vegetative debris is currently accepted from the public and is diverted from the landfill. In order to further enhance the preservation of landfill capacity and to promote re-use of material diverted, the Department is implementing a composting operation using the collected vegetative debris, ground scrap lumber, and de-watered pre-consumer food waste obtained through a partnership with the University of North Carolina, Wilmington (UNCW). This equipment shall be required to produce compost for unrestricted use.

This RFB consists of solicitation for In Vessel Composting Equipment, including turn-key installation, on-site training in equipment operation and general maintenance, and maintenance support services. The Bidder shall submit cost information for the services outlined in the following section.

3.1 IN VESSEL COMPOSTING EQUIPMENT

- 3.1.1.** The Bidder shall be responsible for the complete turn-key system design, manufacture, delivery, installation and training for the “In Vessel Composting Equipment” proposed to the County.
- 3.1.2.** Bidder shall submit a proposal based on supplying In Vessel Composting Equipment that is compact, expandable, and consists of, at a minimum, the following components:
 - Mixer.
 - Feed/loading conveyor
 - In vessel composting system capable of handling a minimum of 75 tons/month.
 - Discharge conveyor.
 - Trommel screen.
- 3.1.3.** As an alternate, bidder shall submit pricing for the following:
 - Food waste grinder.
 - Yard and construction waste grinder.
- 3.1.4.** Composting equipment shall be of sufficiently flexible design to facilitate the ability to be expanded in the future as needed. Bidder shall describe, in narrative form, how the system can be expanded for future volume growth.
- 3.1.5.** The composting equipment will be installed on a concrete pad outdoors.
- 3.1.6.** If the bidder recommends optimizing the composting system performance via an enhanced configuration, this variation should be described as an alternate bid.
- 3.1.7.** Bidder shall describe the system and provide photos as part of the bid submission, along with an equipment schematic, preferably in CAD format.
- 3.1.8.** Bidder shall specify if temperature readings are required to be taken manually, or if an electronic display is available. It shall be clearly noted on the bid price sheet if the cost of the electronic display is included in the bid price or, if not, the price shall be listed separately.
- 3.1.9.** Bidder shall specify the time, in number of calendar days, required from the date of the issuance of the Purchase Order to the actual installation, training and full operation of the system.
- 3.1.10.** Bidder shall provide contact information (company name, representative name, phone and email) for three (3) references of customers with similar feed stock and volume as described herein.

3.2 EQUIPMENT INSTALLATION

- 3.2.1.** The Bidder shall provide all personnel, training, transportation, equipment, tools, supplies, fuel, and insurance to complete the scope of work.
- 3.2.2.** The Bidder shall be responsible for the complete turn-key system design, engineering, and installation of the In Vessel Composting Equipment, including quality assurance, supervision, and securing any necessary construction or trades permits.
- 3.2.3.** Bidder shall be responsible for all electrical work for the installation of the equipment, including coordination with the concrete contractor regarding placement of underground conduit for the equipment. Electrical equipment shall include a control panel and disconnect for power. The County will coordinate with the bidder to provide power at the control panel for the equipment.

3.3 TRAINING

- 3.3.1** The Bidder shall submit a fixed-cost proposal that includes the provision of on-site training to County personnel in the safe and efficient operation of the composting equipment, including (but not limited to) controls, field adjustments to equipment, troubleshooting, general maintenance, housekeeping, service schedules, etc.
- 3.3.2** The Bidder shall describe the method of training to be used for this project.

3.4 MAINTENANCE SUPPORT SERVICES

- 3.4.1** The Bidder shall include in their proposal a detailed narrative on maintenance support services available to the County that are included in the equipment purchase price. The narrative should include (as applicable) such services as warranty provided, off-site technical support, remote trouble-shooting support, replacement parts availability, access to online support services, and any other support services provided.
- 3.4.2** The Bidder shall provide a pricing schedule for supplying emergency on-site repairs to the composting equipment. Such pricing shall be exclusive of the cost of replacement parts and/or components. In addition, the Bidder may elect to provide an alternate pricing schedule for scheduled maintenance support.
- 3.4.3** The Bidder shall provide the County with copies of any maintenance or operations manuals, including maintenance schedules.

- 3.4.4** The Bidder shall provide a recommended parts list including cost per part.
- 3.4.5** The Bidder shall specify the turnaround time for parts from order to delivery.
- 3.4.6** The Bidder shall provide, along with the bid submission, schematic drawings of the equipment proposed, preferably in CAD format.

Section 4 –Bid Form
RFB # 17-0153
IN VESSEL COMPOSTING EQUIPMENT
Deadline for Receipt of Bids: 3:00 p.m. EST, Thursday, September 29, 2016

References must be attached as specified in 3.1.10.

Item	Description	Price	Freight	Installation Cost	Total Price (excluding taxes)
1.	Equipment cost (excluding taxes) (lump sum) including training.				
2.	Length of training: _____				
3.	Emergency repairs (hourly rate/ specify any minimums) (attach fee schedule)				
4.	Specify warranty period included in price. (attach description)				
4a.	Specify Optional Extended Warranty and cost (attach description)				
5.	ALTERNATE: Scheduled Maintenance (specify unit: hour/day/annual, etc.)(attach fee schedule)				
6.	Temperature Readings: State if Manual or via an electronic digital display. If additional cost for digital display, state the cost in the next column: ____ Manual ____ Electronic digital display				
7.	Time, in # of calendar days, required from date of PO issuance to the actual installation, training and full operation of the system: _____ days				
8.	Optional equipment cost (per item– list each item separately)				
	a. Food waste grinder				
	b. Yard and construction waste grinder.				
	c. Alternate: Enhanced configuration to optimize system performance: Provide cost and attach a description of the enhanced configuration.				

Total Base Bid Cost \$ _____

NEW HANOVER COUNTY
RFB #17-0153
In Vessel Composting Equipment

STATEMENT OF ASSURANCES AND COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders, the Scope of Work and the Price Sheet/Bid Form found in the bidding documents have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

- 1) Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document:
- 2) Currently complies with all applicable State and Federal Laws:
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
- 4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

Name of Firm

Name of Firm Representative

Address of Firm

Title

City, State, Zip Code

Telephone Number

Email Address

Date

State of Incorporation

Notice to Proceed

The undersigned, if awarded the bid, hereby agrees to execute a contract with New Hanover County in the form specified after the award and to begin the process of providing the **“IN VESSEL COMPOSTING EQUIPMENT-RFB #17-0153** as specified in this bid upon receipt of a Purchase Order issued by New Hanover County and the fully executed contract.

Addenda

Receipt of the following Addendum is acknowledged:

Addendum No. _____ Date _____, 2016
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 _____
(List name of state appearing on the corporate seal and affix seal below where indicated.)

Signature/Date:	
NAME/ TITLE:	
COMPANY:	
ADDRESS:	
TELEPHONE:	



Contractor Compliance Requirements

Introduction

The safety and health of all contractors, customers, and employees of the New Hanover County Department of Environmental Management is of primary importance. As a result, the prevention of occupationally induced injuries and illnesses will be given precedence over operating productivity whenever necessary.

Our goal is to maintain a safety and health program conforming to all applicable OSHA standards and to lead in safety program management within our industry. To be successful will require contractor cooperation in all safety and health matters.

As a contractor you will be required, as part of your contract, to take an active role in the Department of Environmental Management safety and health program. The following contractor safety and health requirements, when adhered to, will ensure safety for contractors, customers, and County employees. Additionally, potential damage to equipment and property will be avoided. It is impossible to document all possible situations or to provide precise guidance for every contingency a contractor may encounter in the course of their work. However, adherence to the rules as written and the desire to apply safe work practices will result in the highest level of safety.

General Requirements

1. All contractor employees shall abide by the Department of Environmental Management safety and health rules and regulations at all times. The DEM Safety Manual is available for copy or review in each of the Department's offices.
2. The contractor and all contracted employees are required to follow the procedures for signing in and out. Procedures may differ depending on the section of the department the contractor is working in; they will be explained fully before the work begins.
3. The contractor shall have a competent individual in charge at the job site to supervise the job, conduct an adequate accident prevention program, and ensure compliance to OSHA and DEM rules.
4. All accidents or injuries shall be reported immediately to the DEM Project Manager or Safety Manager.
5. Contractor employees are not allowed to enter areas other than the work site, unless it is required for the performance of their job.
6. The contractor shall inform the Project Manager of any known hazardous conditions that exist, due to the contract work being done, in areas where Departmental employees may be exposed to the known hazards.
7. The contractor shall provide Material Safety Data Sheets for all containers of hazardous substances brought onto DEM property.
8. The contractor shall sign the "Contractor Hold Harmless" waiver form in order to use any Department equipment.
9. Periodic job site inspections will be conducted by the DEM Project Manager or Safety Manager to ensure that the job is proceeding safely in accordance with safety rules.
10. Violation of these rules is grounds for immediate termination of contract work.

Standards of Conduct

The Department of Environmental Management has established standards to ensure the smooth, safe, and efficient operations of the Department. Violation of these standards is considered serious and may lead to termination of the contract. The following are prohibited:

1. Willful damage to any Departmental property, customer property, or the property of Department employees.
2. Possession, use, or distribution of alcohol, narcotics, or illegal drugs on Department property.
3. Possession of firearms, ammunition, concealed weapons, or explosives (unless properly authorized).
4. Abusive or threatening language, harassment, disrespectful behavior, workplace violence, or interfering with the work of Department employees.
5. Theft or attempted theft from the Department or Department employees.
6. Refusal to perform contracted work or refusal to obey instructions.
7. Sleeping on the job.
8. Negligence or conduct which could result in injury or damage to property.
9. Falsification of documents.

Contractor Safety Training

Please place a check by each of the following categories in which one or more of your employees has been trained. It is understood that not all contractors will have employees who are trained in all of the areas listed.

- Personal Protective Equipment
- First Aid and CPR
- Lockout/Tagout
- Confined Space Entry
- Respiratory Protection
- Hazardous Communication
- Material Safety Data Sheets
- Fire Prevention and Protection
- Fall Protection
- Scaffolding
- Heavy Equipment Training/Certification (includes bulldozer, loader, forklift, excavator, grader, roller, back-hoe, bobcat)
- Welding, Cutting, and Brazing
- Electrical Safety
- Trenching/Excavation

- Other _____
- Other _____

* If the contracting company has ten (10) or more employees, they will be required to present OSHA 300 Logs, at a minimum for the past three calendar years, along with their bid.

The Department of Environmental Management reserves the right to ask for any training records from the categories that were checked above. The County reserves the right to reject the bid of any firm that cannot document proper safety training as it relates to conducting the work included in the contract.

Contractor Agreement to Comply

I, _____, a representative of _____ do hereby acknowledge that my company has received a copy of the guidelines governing contract work being performed on New Hanover County Department of Environmental Management property. It is agreed that as part of the contract my company and its employees will comply with these guidelines and all the written programs which apply to the work being performed.

Signed _____ Date _____

(Contractor)

Please return this signed page to the designated Department of Environmental Management Project Manager. A copy of the signed form will be kept in the Safety Officer's files.

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. Scope of Services. Contractor shall provide and install Vessel Composting Equipment, including turn-key installation, on-site training in equipment operation, and general maintenance and maintenance support services at the New Hanover County Landfill, 5210 Hwy 421 N., Wilmington, N.C., as more fully described on Exhibit A, attached hereto and incorporated herein by reference.

2. Time of Performance. The term of this Agreement shall begin from receipt of Notice to Proceed and all work shall be completed within ____ (____)days.

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 or services.

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, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

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 (CUL) 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 project/location 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 CUL, 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 in excess of and shall not contribute to Contractor's insurance.

7.2. Worker's Compensation and Employer's Liability

7.2.1 Contractor shall maintain Worker's 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, CUL insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 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 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, CUL insurance with a limit of not less than \$1,000,000 each accident.

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

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 in excess of and shall not contribute to Contractor's insurance.

7.4. Professional Liability Insurance

7.4.1 Contractor shall maintain in force for the duration of this Contract professional liability or errors and omissions liability insurance appropriate to Contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, negligence, or omission arising out of the scope of Contractor's services as defined in this Contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

7.4.2 If coverage in this Contract is on a claims-made basis,

Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that services under the Contract are complete.

7.5 Installation Floater

7.5.1 Contractor shall purchase and maintain in force Installation Floater insurance for the installation of equipment. Such insurance shall be written in an amount equal to the replacement cost of the equipment. The insurance shall apply on a replacement cost basis.

7.5.2 Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.

7.5.3 Installation Floater insurance shall name County as loss payee.

7.5.4 Installation Floater Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30).

7.5.5 Any deductible applicable to the Installation Floater shall be paid by Contractor

7.5.6 If County is damaged by the failure of Contractor to maintain Installation Floater insurance, then Contractor shall bear all reasonable costs properly attributable to that failure.

7.6. Deductibles and Self-Insured Retentions

7.6.1. 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; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

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

7.7. Miscellaneous Insurance Provisions.

7.7.1. 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.

7.7.2. 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, Ste. #125, Wilmington, NC 28403.

7.7.3. 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.

7.8. 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 a specific exemption.

7.9. Evidence of Insurance

7.9.1. 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.

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

7.9.3. 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.

7.10. 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.

7.11. Conditions

7.11.1. County may, at its discretion and with approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

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

7.11.3. Contractor shall promptly notify New Hanover County Environmental Management 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.

7.11.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

7.11.5. 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.

7.11.6. County does not represent that coverage and limits will 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.

7.11.7. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor's expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.

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

7.11.9. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been 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, the 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 an annual appropriation 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 Contractor 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 performing the work or services to be performed under this Contract without the prior 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. Severability. If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

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

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

20. E-Verify Compliance. 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. Iran Divestment Act of 2016 Compliance Pursuant to N.C.G.S. 147-86.55 et. seq. The Act requires that the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor or

subcontractor found on the State Treasurer's Final Divestment List. Contractor certifies that it or its subcontractors are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-85.60. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/lran and will be updated every 180 days.

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 Environmental Management
Attention: Kim Roane, Business Officer
3002 U.S. Hwy 421 North
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:

Clerk to the Board

CONTACTOR

President (Seal)

[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 Officer

County Attorney

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that Teresa P. Elmore acknowledged that she is 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 _____, 2016.

Notary Public

My commission expires: _____

STATE OF _____

_____ COUNTY

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

WITNESS my hand and official seal, this ____ day of _____, 2016.

Notary Public

My commission expires: _____