RE-ADVERTISED

NEW HANOVER COUNTY
REQUEST FOR BIDS
PURCHASE OF COMPACT UTILITY TRACTOR & ATTACHMENTS

COUNTY COMMISSIONERS

JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
PATRICIA KUSEK
WOODY WHITE
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER
Section 1 – Re-advertisement

NEW HANOVER COUNTY
REQUEST FOR BIDS
PURCHASE OF COMPACT UTILITY TRACTOR & ATTACHMENTS

Sealed bids addressed to Lena Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, NC 28401 and marked “RFB-PURCHASE OF COMPACT UTILITY TRACTOR & ATTACHMENTS” will be accepted until 11:00 A.M. EST, Thursday, March 28, 2019.

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 502, Wilmington, North Carolina 28403.

The Bidding Documents may be obtained from the County’s website by clicking “Download Complete Document” or contact Purchasing at 910-798-7190 or email lbutler@nhcgov.com.

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

Released: Monday, March 11, 2019
Section 2 – Instructions and General Conditions

2.1 – Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, March 11, 2019</td>
<td>RFB re-issued.</td>
</tr>
<tr>
<td>Monday, March 18, 2019 @ 5:00 PM EST</td>
<td>Deadline for questions</td>
</tr>
<tr>
<td>Thursday, March 21, 2019</td>
<td>Questions will be answered via written addendum.</td>
</tr>
<tr>
<td>Thursday, March 28, 2019, 11:00 AM.</td>
<td>Deadline for receipt bids</td>
</tr>
</tbody>
</table>

2.2 Preparation of Bid Form

2.2.1 Completion of Bid Form: Bidders are expected to examine the specifications, schedule, and all instructions. Failure to do so will be at the Bidder’s risk. Each bidder shall furnish the information required by the bid form. Bids must be on the bid form contained in this bid package. All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Changes or corrections made on the Bid should be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

2.2.2 Specifications: Bidder’s bid should be in accordance with the County’s specifications. If bidder’s bid is not in accordance with the County’s specifications; the bidder must attach to the bid sheet a listing of the specifications which meet and/or exceed the specifications followed by all exceptions to the specifications.

2.2.3 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.

2.3 Submission of Bid Form

2.3.1 Bid Bond: A bid bond is not required.

2.3.2 Addressee: Bids must be on the form contained in this bid package and must be submitted in a sealed envelope properly marked “RFB-PURCHASE OF COMPACT UTILITY TRACTOR & ATTACHMENTS.” Bidders are encouraged to
attach additional information to better illustrate their proposed products. Bids should be addressed to County at the following address:

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

2.3.3 Unacceptable Bids: Bids submitted via telegraph, facsimile (FAX), telephone, and electronic means, including but not limited to e-mail, in response to the Invitation for Bids are not acceptable. Bids must be in a Sealed Envelope.

2.3.4 Quality: Items offered should meet the specifications called for and the quality must be such that it will adequately serve the use and purpose for which it is intended. Bidders should include a separate page detailing exceptions to the specifications.

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

2.3.6 Late Bids: Late bids will not be accepted. It is the responsibility of the Bidder to have the bid in the office specified in the Advertisement for Bids by the time and date of the opening.

2.4 Communication

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 by emailing lbutler@nhcgov.com.

All questions concerning this bid shall reference the section number and paragraph. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum. All questions shall be received no later than 5:00 P.M., EST, Monday, March 18, 2019. Answers to questions will be provided no later than Thursday, March 21, 2019.

2.5 Material and Workmanship

All equipment furnished will be guaranteed to be new and of current manufacture, to meet the requirements of these specifications, and to be ready for use at time of delivery. All workmanship will be of high quality and accomplished in a professional manner so as to insure that the equipment is functional.
2.6 **Trade Secret Confidentiality**

All bids received and recorded at the bid opening are considered public records 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 Contractor while attempting to maximize the availability of information to the public.

2.7 **Time of Bid Opening**

Bids will be opened promptly on **Thursday, March 28, 2019 at 11:00 AM** in Finance Conference Room 502 located at 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 not be considered and will be returned to the bidder, unopened.

2.8 **Withdrawal of Bids**

Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days.

2.9 **Award of Contract**

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. In the event the lowest responsible, responsive bid is in excess of the funds available for the project, the County may enter into negotiations with the lowest responsible, responsive bidder and may make reasonable changes in the plans and specifications to bring the price within the funds available for the project and award the bid. If such negotiations prove to be unsuccessful, the County will re-advertise the project after making such changes in the plans and specifications as may be necessary to bring the cost of the project within the funds available. New Hanover County reserves the right to add or delete items or adjust quantities.

2.10 **Considerations in Award of Contract**

In determining the lowest responsible bid in accordance with G.S. 143-129, the County will consider, among other factors: modern, accepted practices; engineering, design, efficiency and workmanship; maintenance costs; availability of service and parts inventory; and performance (based on County's previous use of the same or similar equipment made by the manufacturer).
2.11 **Federal Taxes**

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

2.12 **North Carolina Sales Tax**

New Hanover County is not tax exempt. If you include taxes with your bid, be sure to list them separately or make note of how much tax is included in the total bid cost. For example: Total bid Amount $36,000 (includes state and local taxes $2,355.14).

2.13 **Price**

Prices quoted in bid shall include all costs: materials, supplies, labor, shipping, delivery, installation, and training if required. Bidder shall guarantee the prices quoted against any increase during the contract period required.

2.14 **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.

2.15 **Indemnity**

Contractor 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 Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, his agents, employees and subcontractors.

2.16 **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.

2.16.1 **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, 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.

2.16.2 Workers Compensation and Employers Liability Insurance.

Contractor shall maintain Workers’ Compensation as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance. Employer’s Liability, and if necessary, CUL insurance shall not be less than $500,000 for each accident for bodily injury by accident, $500,000 for each employee for bodily injury by disease, and $500,000 policy limit.

2.16.3 Commercial General Liability.

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 for each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.

New Hanover County shall be named as an additional insured under this policy.

2.16.4 Automobile Liability Insurance.

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

2.17 Addendum

The RFB package constitutes the entire set of 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 sent to all known Bidders who notified the Purchasing Supervisor of their intent to submit a proposal and posted on the County’s website.
2.18 **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.

2.19 **E-Verify**

Pursuant to Session Law 2013-418, Bidder shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. The County may require an affidavit attesting to Bidder’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.20 **Divestment from Companies that Boycott Israel**

The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to NCGS 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contract valued at less than $1,000 are exempt from this restriction.

2.21 **Federal Uniform Guidance**

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). *(Attachment A)*

2.22 **Certifications Regarding Lobbying and Debarment, Suspension**

Bidders are instructed to complete both forms and submit with their bid proposal.

2.23 **Right to Reject Bids**

New Hanover County reserves the right to accept or reject any or all bids and to make the award which will be most advantageous to the County.
Section 3– Bid Sheet

RE-ADVERTISEMENT
NEW HANOVER COUNTY
PURCHASE OF COMPACT UTILITY TRACTOR & ATTACHMENTS
Price Sheet/Bid Form

Deadline for Receipt of Bids: Thursday, March 28, 2019 at 11:00 PM EST

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.

ADDENDUM #_________________       ADDENDUM #_________________

COMPACT UTILITY TRACTOR/WORK MACHINE

COMPLETE WITH THE FOLLOWING ATTACHMENTS

AND FEATURES

60-65 horsepower diesel engine

- 2,000 lbs. minimum cargo bed load capacity
- 4,200 lbs. minimum total vehicle rated capacity
- Hydraulic System Pressure Minimum 3,000 PSI
- Standard & High Flow Hydraulics
- Fuel Tank minimum 15 gallons
- Hydraulic dump box
- Full-time four-wheel drive
- Tires 29x12.5 Turf tires

ATTACHMENTS:

- Attachment control
- Powered implement attachment locking mechanism
- 60-70-inch General Purpose Bucket
- Heavy Duty 48” Pallet Fork Frame with 2-teeth pallet forks
- Heavy Duty Snow Blade 85-90 inches
- 62-70-inch Combination Bucket, with bolt on cutting edge to match width, and port relieve valve
FEATURES:

- Adjustable vinyl seats, interior trim
- All-wheel steer
- Auto activated glow plugs
- Engine block heater
- Auxiliary Hydraulics
  - Variable flow – w/ dual direction detent
- Quick attach mechanism for implements
- Boom float
- Cargo Box support
- Cruise control
- Deluxe canopy for operator – front/rear windows, front wipers, and electrical power port
- Cab enclosure with Heater and Air conditioning
- Radio, AM/FM/WB/Aux-in Jack
- Lower engine guard, lower debris guard
- Limited slip transaxle
- Two-speed transmission
- Traction control
- Keyless ignition
- Heavy duty battery
- Engine and hydraulic monitor with shutdown feature
- Lights:
  - Front work lights
  - Rear work lights
  - Headlights
  - Brake lights
  - Tail lights
  - Turn signals
  - Flashers
  - Dome Light
- Safety:
  - Horsepower management
  - Rollover protective structure meeting or exceeding SAE-J1040, ISO 3471
  - Falling object protective structure meeting or exceeding SAE-J1043, ISO 3449, level 1
  - Backup alarm
- Rearview mirror
- Side mirrors
- Horn
- Parking brake, automatic

- Instrumentation:
  - Hour meter
  - Job meter
  - Speedometer
  - Tachometer
  - Fuel gauge
  - Engine temp gauge
  - Warning lights

- Joystick, manually controlled with lift arm float
- Lift arm support
- Power steering with tilt steering wheel
- Radiator screen
- Rear receiver hitch
- Seat belts, shoulder harness
- Spark Arrestor muffler
- 4-wheel independent suspension
- Machine warranty: at least 12 months, unlimited hours’ warranty

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td>Cost of Equipment</td>
<td>$________</td>
</tr>
<tr>
<td>NC Sales Tax</td>
<td>$________</td>
</tr>
<tr>
<td>Freight/Shipping</td>
<td>$________</td>
</tr>
<tr>
<td>Labor</td>
<td>$________</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$________</td>
</tr>
</tbody>
</table>

(On a separate sheet, bidder should include a listing of the specifications which meet and/or exceed the noted specifications followed by all exceptions, of any).
COMPANY/BIDDER’S NAME: ____________________________________________________________

OFFICE PHONE: ___________________    CELL PHONE: _________________________________

ADDRESS: __________________________________________________________________________

EMAIL ADDRESS: __________________________________________________________________

By signing, I affirm I am authorized to represent my firm and to provide the products and/or services required according to this bid response.

AUTHORIZED REPRESENTATIVE (PRINT)

________________________________________________________________________________

AUTHORIZED REPRESENTATIVE (WRITTEN)

________________________________________________________________________________
CERTIFICATION REGARDING LOBBYING
(To be submitted with all bids or offers exceeding $100,000; must be executed prior to Award)

The undersigned __________________________ certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

COMPANY: ____________________________________________________________

NAME AND TITLE OF AUTHORIZED OFFICIAL: ________________________________

SIGNATURE: ___________________________________________________________________

TITLE: _______________________________________________________________________

EMAIL: ______________________________________________________________________

DATE ______________
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

COMPANY: 

NAME AND TITLE OF AUTHORIZED OFFICIAL:

SIGNATURE:

TITLE:

EMAIL:

DATE

Section 5– New Hanover County Purchase Terms and Conditions

1. **QUESTIONS CONCERNING THE PURCHASE ORDER**: Contact the Bill To Department shown on the purchase order.

2. **PURCHASE ORDER NUMBER**: The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The County will not be responsible for goods delivered without a purchase order.

3. **PRICE**: If prices or terms do not agree with your quotation, you must notify the ordering Department immediately. All prices are quoted F.O.B. DESTINATION unless specifically indicated otherwise.

4. **INVOICES**: All invoices are to be mailed to the Bill to Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.

5. **CASH DISCOUNTS**: All cash discounts will be effective from the date an invoice is received and approved by the County and not the date the invoice is printed by the vendor.

6. **PAYMENT TERMS**: The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.

7. **TAXES**: New Hanover County is not Tax-Exempt. Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller’s invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.

8. **QUANTITY**: The specific quantity ordered must be delivered in full and will not be changed without the Purchasing’s consent. Any unauthorized quantity is subject to rejection and return at seller’s expense.

9. **FREIGHT AND PACKAGING**: Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.

10. **SERVICES PERFORMED**: All services rendered under this agreement will be performed at the Seller’s own risk and the Seller expressly agrees to indemnify and hold harmless New Hanover County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims,
demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

11. INSURANCE: Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for bodily injury or property damage; New Hanover County, shall be named as additional insured. (b) Professional Liability insurance in an amount not less than $1,000,000 per occurrence – if providing professional services; to include Environmental Professional, if applicable. (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance not less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than $1,000,000 per occurrence as applicable. (e) Pollution Liability insurance in an amount not less than $1,000,000 per occurrence, if applicable. Certificates of Insurance shall be furnished prior to the commencement of Services to: New Hanover County, 230 Government Center Drive, Suite 125, Wilmington, NC 28403.

12. APPLICABLE LAWS: By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend New Hanover County against any loss, cost, liability or damage by reason of seller’s violation of any laws.

13. CANCELLATION: New Hanover County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.

14. ACCEPTANCE AND INSPECTION: All goods shall be subject to the County’s right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the County. If goods are rejected, they will be returned at seller’s risk for credit or replacement at the County’s option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.

15. WARRANTY: The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold New Hanover County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.
16. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA’s Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.

17. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that New Hanover County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.

18. **NON-DISCRIMINATION POLICY:** New Hanover County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County’s non-discrimination policy.

19. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.

20. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of New Hanover County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker’s compensation, pension or retirement benefits.

21. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.

22. **E-VERIFY COMPLIANCE:** As a condition of payment for services rendered under this agreement, Seller shall fully comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Seller shall verify, by affidavit, compliance with the terms of this section upon request by the County.

23. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISREAL:** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to NCGS 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than $1,000 are exempt from this restriction.

24. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** By acceptance of this Purchase Order, the Vendor/Contractor agrees to comply with all applicable provision of Title 2, Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 CFR § 200 et seq.
1. **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

2. **Equal Opportunity.**

   2.1 During the performance of this contract, Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

   2.2 Bidder will, in all solicitations or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   2.3 Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Bidder's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   2.4 Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   2.5 Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes
of investigation to ascertain compliance with such rules, regulations, and orders.

2.6 In the event of Bidder’s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Bidder may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.7 Bidder will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Bidder will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Bidder may request the United States to enter into such litigation to protect the interests of the United States.

3. Bidder shall comply with the following additional federal provisions:

3.1. **Davis Bacon Act and Copeland Anti-Kickback Act.**

21.1.1 Bidder and its subcontractors agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

3.2 Bidder shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts
Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Bidder must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidder must be pay wages not less than once a week.

3.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards Act**

4.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

4.2 **Overtime:** No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

4.3 **Violation:** liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Bidder and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard work week of forty hours without payment of the overtime wages required by this Agreement.
4.4 **Withholding for unpaid wages and liquidated damages:** County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set for in this Agreement.

4.5 **Subcontracts:** Bidder or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

5. **Patent Rights:** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Bidder agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Bidder’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Bidder agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401. Bidder agrees to include the above two paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

6. **Clean Water Act and Federal Water Pollution Control Act:**

   6.1 Bidder agrees to comply with all applicable standards,
orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.2 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.3 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

6.4 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.5 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.6 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

6.7 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. **Suspension and Debarment.**

7.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Bidder is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
7.2 Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3 This certification is a material representation of fact relied upon by County. If it is later determined that Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


9. **Procurement of Recovered Materials.**


   9.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest
percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.3 In the performance of this contract, Bidder shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

10. Access to Records. The following access to records requirements apply to this contract:

10.1 Bidder agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

10.2 Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

10.3 Bidder agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

10.4 Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-
10.5. Bidder will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.6. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.7. Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Bidder's actions pertaining to this bid.