ADDENDUM # 1

From: Lena Butler, Purchasing Supervisor
To: All Bidders
Project: Mobile Dental Unit
Date: May 6, 2019

This addendum is related to the County’s Request for Bids “RFB – Mobile Dental Unit” and is hereby made a part of said RFP to the same extent as though it were originally therein.

Questions Received:

1. Does New Hanover County have a preferred layout for the Mobile Dental Unit?
   - Main entrance into reception area with bathroom
   - Reception area followed by 3 in-line operatories
   - Beyond operatories would be sterilization lab and area for panoramic x-ray, IT closet and Evacuation System closet, staff work area

2. Can New Hanover County provide a complete list of the make/model/spec of the dental equipment to be included in the mobile unit? Will this equipment be customer supplied or vendor supplied?
   New Hanover County has issued a bid for the purchase of the dental equipment. A copy of this solicitation is attached. The equipment will be provided by the vendor selected in that bid process.

3. Will the vendor be installing the equipment at their manufacturing facility or will New Hanover County be installing the equipment post-delivery?
   Equipment will be shipped to vendor’s manufacturing facility for installation

4. Can New Hanover County confirm the number of requested operatory?
   Three (3)

5. The published specification includes a request for a 150-gallon fuel tank, no generator is included in the request. Will New Hanover County be using a generator to power this unit?
   No generator is requested; fuel tank will be used for HVAC system

6. Please confirm amperage of requested 75' Shore Power Cord.
   100 amphere / 250 volt
7. Is New Hanover County requesting 88-gallons of a freshwater tank with pump plus grey water and black water waste tanks?

   Fresh and black water accommodations are required; grey water is optional

8. Please confirm how New Hanover County would like burglar alarm to operate. Shall this be an audible alarm if doors are opened when armed, or shall this alarm function in a different way?

   Audible alarm if doors are opened when armed

9. Please confirm the expected BTU of (2x) HVAC Air Conditioning Units.

   Appropriate for size of vehicle

10. Please confirm the expected wattage of (4x) Diesel Heating Units.

    Appropriate for size of vehicle

11. Please confirm the expected size of (5x) Photo Panels for Wall Art.

    Minimum 24” x 36”

12. Please confirm the expected material or make/model of Sky Mural for Laboratory Area.

    Appropriate material for covering LED light; open to shapes and patterns as recommended by vendor

13. Please confirm Make/Model or expected size of (3x) Smart TV.

    Appropriate size based on size of operatories; minimum size of 24”

14. How will Smart TV operate? Rooftop Omni-directional antenna, USB/Thumb Drive, DVD/Blu-Ray Player?

    DVD

15. Please confirm the make/model of X-Ray equipment so that applicable electrical can be stubbed in per the bid request.

    To be determined – Reference current New Hanover County’s bid “Mobile Dental Unit Equipment” attached. Information regarding specific equipment can be provided once vendor selected for that bid.
16. Please confirm the orientation of rooms to include placement and/or types of cabinets and countertops desired by New Hanover County. A schematic or layout for the mobile unit will suffice.

   Please reference Section 3 – Project Scope, “Specific Requirements” paragraph

17. Please confirm the number and size of requested, multiple, X-Ray lead-lined curtains.

   Depending on vendor layout, curtains should be used to separate each operatory plus one additional curtain for panoramic area

ATTACHMENT:

1. RFB – Mobile Dental Unit Equipment
2. Addendum 1- Mobile Dental Unit Equipment
NEW HANOVER COUNTY
REQUEST FOR BIDS
MOBILE DENTAL UNIT EQUIPMENT

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

CHRIS COUDRIET, COUNTY MANAGER
NEW HANOVER COUNTY
REQUEST FOR BIDS
MOBILE DENTAL UNIT EQUIPMENT

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Department, 230 Government Center Drive, Suite 165, Wilmington, NC 28403 and marked “RFB-MOBILE DENTAL UNIT EQUIPMENT” will be accepted until 2:00 PM EST, MONDAY, MAY 20, 2019.

The purpose and intent of this RFP is to solicit proposals from qualified and experienced vendors of dental equipment for the purchase of items for New Hanover County’s mobile dental trailer. This mobile unit provides dental care services to Pre-K through teen in New Hanover and Brunswick Counties.

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.

The Bidding Documents may be obtained by visiting the County’s website at https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids.

The County reserves the right to waive any informalities, to reject any or all bids, and to accept that Bid or Bids which is in the best interest of the County.

RELEASED: APRIL 22, 2019
Section 2 Instructions to Bidders

2.1 Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Advertisement</td>
<td>Monday, April 22, 2019</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>Monday, April 29, 2019 @ 5:00PM EST</td>
</tr>
<tr>
<td>Responses to Questions</td>
<td>Monday, May 6, 2019</td>
</tr>
<tr>
<td>Deadline for Receipt of Bids</td>
<td>Monday, May 20, 2019 @ 2:00 PM EST</td>
</tr>
</tbody>
</table>

New Hanover County Finance Office
230 Government Center Drive, Suite 165
Wilmington, North Carolina 28403
(Opening to be held in Finance Conference Room 500)

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 Required Specifications: Bidder's bid shall be in strict accordance with the County's specifications. Any bid which is not in strict accordance with the County's specifications must list each exception as an attachment to the Bid.

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-MOBILE DENTAL UNIT EQUIPMENT” and shall be addressed to County at the following address:

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

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

2.3.4 Quality: Items offered must 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.

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 Invitation 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 inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to Lena Butler, Purchasing Agent by emailing lbutler@nhcgov.com. All questions concerning this bid shall reference the bid number, section number and paragraph. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum. All questions shall be received no later than 5:00 P.M., EST, Monday, April 29, 2019.

Answers to questions will be provided no later than Monday, May 6, 2019.
2.5 **Material and Workmanship**

All equipment furnished will be guaranteed to be new and of current manufacture, to meet all 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 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 **Time of Bid Opening**

Bids will be opened promptly and read at the time and date set forth in the advertisement. 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 ninety (90) 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 **Equal Opportunity**

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

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

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit proposals in response to this RFP.

### 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**

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.

### 2.13 **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 Bidder 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

2.22 Right to Reject Bids

The County reserves the right to reject any or all bids.
Section 3 – Project Scope

Delivery
Delivery of the equipment shall be made to the location specified by the County for installation into its Mobile Dental Unit.

Information Technology
The New Hanover County Health Department uses Centricity Practice Solutions, comprised of Electronic Medical Record (EMR) and Practice Management (PM) components, to manage patient care. Staff access Centricity Electronic Health Records through a private terminal services connected to our vendor’s hosted environment.

The New Hanover County Mobile Dental Unit uses VisDental, a dental practice solution integrated with our Centricity CPS environment, for dental patient care, and the Dexis Imaging Suite for patient imaging. Dexis, VisDental and Centricity CPS patient records are integrated into a single system for complete patient care and treatment history.

Any equipment with software components included in this proposal must have guaranteed compatibility with this environment.

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

References
Provide a list of three (3) clients. References must be satisfactory as deemed solely by the County. References should have similar scope, volume and requirements to those outlined in these Specifications, Scope of Services, terms, and conditions.

Reference information shall include:
1. Company/Agency name;
2. Contact person (name and title), contact person is to be someone directly involved with the services;
3. Complete street address;
4. Telephone number;
5. Type of business; and,
6. Dates of services.

The County reserves the right to contact any of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.
**Project Schedule**

Use this section to include a general project schedule and also how long the project is expected to take from contract execution to delivery of the final product. The County will establish the exact dates by which equipment must be delivered for installation into Mobile Dental Unit. Also include any reimbursement or discounts due back to County if equipment is not delivered by agreed upon date.
NEW HANOVER COUNTY
REQUEST FOR BIBS
MOBILE DENTAL UNIT EQUIPMENT

Deadline for Receipt of Bids: 2:00 PM EST, MONDAY, MAY 20, 2019

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.

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<th>QUANTITY</th>
<th>ITEM DESCRIPTION</th>
<th>DETAILED SPECIFICATIONS</th>
<th>UNIT COST</th>
<th>EXTENDED COST</th>
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<td>Bulldog QT1 Power Unit 1HP</td>
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<td>3</td>
<td>Dental Exam Chair</td>
<td>Adec 411 Chair</td>
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<tr>
<td>3</td>
<td>Delivery System</td>
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<td>2 cylinder portable nitrous cart with flowmeter &amp; scavenging system</td>
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<td>Handpieces</td>
<td>KaVo High Speed Contra Angle Friction Grip handpieces</td>
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<tr>
<td>1</td>
<td>Ultrasonic Cleaner/Tabletop</td>
<td>Minimum 3 Gallon capacity</td>
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<td>1</td>
<td>Portable cavitron</td>
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</table>

**Addendum**

Receipt of the following Addendum is acknowledged:

Addendum No. _____________________  Date___________________, 2019

Addendum No. _____________________  Date___________________, 2019

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)  _______________________________
Section 5– New Hanover County Purchas Order 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.
ADDENDUM # 1

From: Lena Butler, Purchasing Supervisor
To: All Bidders
Project: Mobile Dental Unit Equipment
Date: May 6, 2019

This addendum is related to the County’s Request for Proposals “RFB – Mobile Dental Unit Equipment” and is hereby made a part of said RFP to the same extent as though it were originally therein.

Questions Received:

1. Vacuum Unit-Bulldog QT1 Power unit 1HP
   This unit has been discontinued by the manufacture. The Bulldog QT2 has taken its place. The Manufacture also makes a model called the Badger that also will supply enough vacuum (4 users) and is a smaller size. Can I bid the Badger? If the QT2 is the choice, it comes with a holding tank or without the holding tank (power unit only). Which do you want be bid?

   Please quote Bulldog QT2 with and without holding tank

2. The Dental Exam Chair, Delivery systems have options available at additional cost. I will be biding these items of equipment with just the basic options. Let me know if this equipment is to have additional options other than the basic.

   This equipment is to be bid with the basic options.