

**NEW HANOVER COUNTY
REQUEST FOR QUALIFICATIONS
GROCERY STORE DEVELOPMENT
IN A USDA- DESIGNATED FOOD DESERT
RFQ # 22-0568**

Section 1 Advertisement

New Hanover County, located in Wilmington, NC, is soliciting qualification submittals from a highly qualified grocery store consultant who will advise our community on how to develop a small-scale, full-service affordable grocery store with healthy food options on a 2.35-acre lot located at 10th and Fanning Streets in the Northside Community of Wilmington, NC. The site is the northern portion of 901 Fanning Street, soon to be addressed. The site is located within a USDA designated food desert and a full-service grocery store will satisfy a critical need in the community.

Submit Statements of Qualifications by email to: Lena Butler, Purchasing Supervisor,
lbutler@nhcgov.com.

The deadline for receipt of Statements of Qualifications is **3:00 P.M. EST, Friday, May 13, 2022**.

Submitted Statements of Qualifications are not subject to public inspection until a contract is awarded and executed. Statements of Qualifications will be evaluated, and firms may be contacted for interviews which may be conducted by phone or in person.

Instructions for submitting Statements of Qualifications and complete requirements may be obtained by visiting the County at <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids>.

Please ensure your company is registered as a vendor with New Hanover County. Visit the County's website at [Vendor Self Service \(munisselfservice.com\)](http://munisselfservice.com) to complete your online registration. Only registered vendors will be considered.

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

Released: Tuesday, April 19, 2022

Section 2 Instructions

2.1 Schedule

Advertisement	<i>Tuesday, April 19, 2022</i>
Deadline for Questions	<i>Wednesday, April 27 by 3:00 PM, EST</i>
Answers to Questions	<i>Friday, April 29, 2022</i>
Deadline for Receipt of Statements of Qualifications	<i>Friday, May 13, 2022, by 3:00 PM, EST</i>

2.2 Statement of Qualifications Instructions

2.2.1 Submit Statements of Qualifications in a by email to lbutler@nhcgov.com. Please include “**RFQ # 22-0568 Grocery Store Development**” in the subject line of the email.

The successful firm must have the capability of receiving and submitting all documents in an electronic format. Also, the successful firm must have Internet access for browsing and receipt of electronic documents via email.

2.2.2 Statements of Qualifications received after the time and date for closing will not be accepted.

2.3 Communications: After the release date, all communications between the County and prospective respondents regarding this RFQ shall be in writing. Any inquires, requests for interpretation, technical questions, clarifications, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing lbutler@nhcgov.com. All questions concerning this RFQ should reference the section number and page. Questions and responses will be compiled and shared with all interested Respondents known to the County and posted as an addendum. **All questions shall be received no later than Wednesday, April 27, 2022, at 3:00 PM, EST.**

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

2.4 Intent to Submit: All Respondents who intend to submit a Statement of Qualification on this project should send an email to lbutler@nhcgov.com including pertinent contact information. This will ensure that you receive all addenda issued for this RFQ; if applicable.

2.5 Addendum: Any changes to the RFQ will be issued by addenda and sent by email to all respondents that have notified the County of their intent to submit a Qualification Package. The addenda will also be posted on the County’s website at <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids>.

2.6 Minor Deviations: New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be in the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.7 Evaluation and Interviews: Statements of Qualifications will be evaluated, and oral interviews may be requested as part of the evaluation process. If interviews will be conducted, the County will contact Respondents by email to make arrangements.

2.8 Incurred Cost: New Hanover County is not liable for any cost incurred by any firm prior to an award. Costs for developing a response to this request for qualification packages are entirely the obligation of the respondent and shall not be chargeable in any manner to New Hanover County.

2.9 Binding Agreement: No agreements with any selected Respondent shall be binding until a contract is signed and executed by the authorized County official and authorized representatives of the firm.

2.10 Minority Participation: It is the policy of New Hanover County that minority/women business enterprises shall have maximum opportunity to compete for and participate in its procurement and contracting activities. In this regard, the County has established an overall annual goal of 10% for minority/women business enterprise participation in its various procurement contracts. The County and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of its contracts.

2.11 Additions and Deletions: The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement contract at any time without cause, and if such right is exercised by the County, the total fee shall be adjusted accordingly. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

2.12 Right to Reject: The County reserves the right to reject any and all qualification packages with or without cause, to waive technical errors and informalities, or to accept that qualification packages or combination of qualification packages which in the County's sole and absolute judgment best serves the public interest.

2.13 No Public Opening: Qualification packages shall **NOT** be publicly opened. Submitted Statements of Qualifications are not subject to public inspection until contract is awarded and executed. Qualification packages that are received by telephone, facsimile, telegram, or electronic mail are not acceptable and will be rejected.

2.14 Pricing: No fee proposal is to be included in the qualification package. This solicitation is for qualifications only.

2.15 Conflict of Interest: The award hereunder is subject to provisions of State Statutes and/or County Ordinance. Respondents must disclose with their qualification packages the name of any officer, director, or agent who is also an employee of New Hanover County. Further, all respondents must disclose the name of any County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.

Any Firm placed under contract with the County must further notify the County in writing within five (5) days of their discovery of a potential conflict of interest and make such continuing disclosure throughout the term of the contract. A full disclosure shall include a description of the action that the Firm has taken, or proposes to take, to avoid or to mitigate such conflicts of interest. The County may terminate the contract if the County deems such termination to be in the best interest of the County or may terminate the Firm's assignment to a project based upon its assessment of potential conflict.

2.16 License/Certifications: The successful vendor will be required to secure, at its expense, the proper occupational license and/or any other license required of the applicable work being performed. Proof of license and/or certification may be required prior to award. The respondent shall comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The respondent shall state its occupation license number and expiration date.

2.17 Insurance: Responders to this solicitation shall show appropriate insurance coverage levels for providing the types of services described above. Upon selection, the selected firm shall provide specific insurance certificates naming New Hanover County as an additional insured for the required insurance categories of coverage as outlined in the Draft Contract located in Section 7 of this RFQ.

2.18 Trade Secret Confidentiality: 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 that is secret and requests that it be kept confidential. Any information considered to be confidential should be placed in a separate and clearly marked “Confidential.” **Marking the entire proposal confidential may be grounds for rejection of proposal.**

2.19 Certificate of Authority: Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

2.20 Federal Uniform Guidance: If the source of funds for this contract was federal funds, the following federal provisions would 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).

2.21 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. Upon execution of contract, County requires an affidavit attesting to Bidder’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.22 Registration: Please ensure your company is registered as a vendor with New Hanover County. Visit the County’s website at [Vendor Self Service \(munisselfservice.com\)](http://munisselfservice.com) to complete your online registration. Only registered vendors will be considered.

Section 3 Background and Scope

New Hanover County, located in Wilmington, NC, is soliciting qualification submittals from qualified grocery store consultant to provide professional services for the assessment and development of an approximately 8,000 square foot, full-service affordable grocery store in the Northside Community of Wilmington, NC. The Northside area has a population base of 26,900 persons that reside in households, with a per capita income of \$26,328. The proposed store should include the following: Site assessment, design, and development, to include the assistance in creation of Request for Qualifications for selection of design and construction services; store management and operations plan; employee hiring and management; purchasing and procurement; equipment selection, purchase, and installation; marketing, advertising, promotions and community outreach; safety and loss prevention; retail and POS system implementation; regulatory compliance; profit and loss management; and budgeting. It is our intention that operation of the store will be undertaken by the Northside Food Cooperative.

A Market Study Addendum dated March 4, 2022, is included as Exhibit A. Pro-forma for the proposed site is currently being generated by the Northside Food Cooperative with a draft expected by June 2022.

Section 4 Format for Statements of Qualifications

The Qualification packages shall consist of the following:

(a) COVER LETTER

The Cover Letter will state the name of the person(s) authorized to represent the proposer in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing address or street address, phone, and email addresses. A legal representative of the successful proposer, authorized to bind the proposer in contractual matters, must sign the Cover Letter and the Proposal.

(b) TECHNICAL RESPONSE

The technical response shall contain the six (6) sections outlined below and shall not exceed the assigned pages listed for each section:

- (1) Introduction (2 pages): The content of this section shall be at the discretion of the Development Firm.
- (2) Company Background (3 pages): This section should provide information on the Firm's historical background and experience with grocery development projects including the Firm's previous experience with similar projects. The Firm's background should include: the number of years that the company has been in existence; the number of years the Firm has been involved with similar projects, design, and operations; years involved with grocery store development in a food dessert or related activities; and the Firm's current workload availability.
- (3) Statement of Qualifications (4 pages): This section should demonstrate the project team's overall technical expertise and experience in grocery store development and operations. The Firm should demonstrate that the assigned project managers and key personnel have a thorough understanding of the regulatory requirements affecting the siting, design, permitting, and operation of similar facilities within the southeastern US or community with similar demographics. In addition, the firm and the assigned project managers and key personnel should illustrate their understanding of the various site design and operational components of similar facilities.
- (4) Site Design Standards (2 pages): Response should address site circulation design to minimize traffic impacts on adjacent neighborhoods. Landscape design and buffers to ensure that the project doesn't negatively impact adjacent neighborhoods. Architecture design to provide an attractive view from both sides of the property utilizing transparency and/or variation in materials to avoid long blank walls. Ensure site is well integrated with sidewalks, bicycle parking, and bus access. Program or initiatives to support and connect the store with the community and demonstration of establishing relationships with existing community organizations.
- (5) Project Management (2 pages): The Firm should describe the organizational structure and "chain of command" of the Firm's proposed project team and the project management methods that are most appropriate to perform the contract services. The discussion should include methods for communicating with team members, schedule controls, cost controls,

quality assurance protocols, and any other appropriate management considerations. Focus should be placed on the components required for a functional grocery store in a food desert. This should allow for assessment and feasibility of store in proposed location, marketing and relationship building with the community.

- (6) Past Performance -References (3 pages): The Firm's past performances on contracts will be evaluated. The Firm must list a minimum of three (3) separate and verifiable clients. Project Title Client name, address Current Contact and telephone number Location of project (if different than above) Project term, performance period, and brief description of projects.

Section 5 Evaluation Criteria

Failure to include requested information in the RFQ response package will result in a score of zero for the section in which the information applies.

I. Company Experience: 35 Points

- Company's history & experience in grocery design, operation, vendor management, and profit and budgeting
- Familiarity with proposed project site (10th and Fanning Streets, Parcel ID R04814-001-001-000)
- Overall qualifications of project managers and key personnel
- Firm staff's experience in southeastern US or community with similar demographics
- Project teams qualifications and experience in design development, management, and operation oversight of similar projects with focus on planning, coordination, development of comprehensive management plan, and logistics management through to successful project completion.
- Past performance of cost control techniques employed by the firm as demonstrated by the ability to establish accurate project construction and operations budget and design to this budget as evidenced by successful projects

III. Operation Standards: 35 Points

- Ability to provide creative ideas to maximize impact and opportunity for the surrounding community
- Accomplished in translating site survey and assessing to help budget, prepare, and plan grocery store development project
- Accomplished in store management and operations plan; employee hiring and management; purchasing and procurement; equipment selection, purchase, and installation; marketing, advertising, promotions, and community outreach; safety and loss prevention; retail and POS system implementation; regulatory compliance; profit and loss management; and budgeting.
- Ability to provide a detailed timeline for entire project.

IV. Client Evaluations: 30 Points

TOTAL POINTS: 100 Points

Section 6 Forms

1. Minority Form

2. E-Verify Form

(Submit with your Response)

Minority & Women Business Enterprise (MWBE) Program Form

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am [name] _____, [title] _____, and the duly authorized representative of [Business Name] _____ and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County's MWBE Program. As such [check one]:
_____ The Business is certified as a woman- or minority-owned business by an accepted agency.
(Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an accepted agency. (Attach document of ownership such as articles of incorporation, current business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the bidder acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the bidder will institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs.

Signature: _____ Date: _____

E-VERIFY FORM
(To be submitted with your response)

STATE OF _____

COUNTY OF _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

I, _____ (hereinafter the “Affiant”), duly authorized by and on behalf of _____ (hereinafter the “Employer”) after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

2. Employer understands that “E-Verify” means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

3. Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.

5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20 ____.

Signature of Affiant

Printed Name and Title

State of _____ County _____

Subscribed and sworn to before me this ____ day of _____, 20_____.

Notary Public: _____

(SEAL)

My Appointment Expires: _____

Section 7 Draft Contract

STATE OF NORTH CAROLINA

PROFESSIONAL SERVICES AGREEMENT

NEW HANOVER COUNTY

THIS AGREEMENT made and entered into this _____ **day of** _____ **2022** by and between **NEW HANOVER COUNTY** a political subdivision of the State of North Carolina, hereto referred to "County"; and _____, a _____, hereinafter referred to as "Professional."

WITNESSETH:

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

1. **Scope of Service.** County shall hire Professional who will advise New Hanover County on how to develop a small-scale, full-service affordable grocery store at 901 Fanning Street, Wilmington, North Carolina which is located with a USDA designated food desert, as more specifically described on Exhibit "A" attached hereto and incorporated herein by reference.

2. **Payment.** County agrees to pay Professional a total amount not to exceed _____ (\$_____) Dollars for professional services.

3. **Time of Performance.** Professional shall begin services on receipt of Notice to Proceed and all services shall be completed within one (1) year thereafter.

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

5. **Indemnity.** Professional shall indemnify and hold County, the Cape Fear Public Transportation Authority, their successors and assigns, 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 Professional, its agents, employees and subcontractors in the performance of work or services.

6. **Independent Contractor**. The parties hereto mutually agree that Professional is an independent contractor and not an agent of County. Professional shall not be entitled to any County employment benefits, including, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension and retirement benefits.

7. **Minimum Scope and Limits of Insurance**

7.1. **Commercial General Liability**

7.1.1 Professional 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 25 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Professional; premises owned, leased or used by Professional; 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 Professional'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 Professional's insurance.

7.2. **Worker's Compensation and Employer's Liability**

7.2.1 Professional 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 Professional for County.

7.3. Business Auto Liability

7.3.1 Professional 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 Professional'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 Professional's insurance.

7.4. Professional Liability Insurance

7.4.1 Professional shall maintain in force for the duration of this Contract professional liability or errors and omissions liability insurance appropriate to Professional'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 Professional'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, Professional 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. Deductibles and Self-Insured Retentions

7.5.1 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, and employees; Professional shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.5.2 Professional shall be solely responsible for the payment of all deductibles to which all policies are subject, whether or not County is an insured under the policy.

7.6. Miscellaneous Insurance Provisions

7.6.1 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.

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

7.6.3 If Professional'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.

7.7. 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.

7.8. Evidence of Insurance

7.8.1 Professional 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 services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.8.2 Evidence of additional insured status shall be noted on

the certificate of insurance as per requirements in this Contract.

7.8.3 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.

7.9. Subcontractors. Professional 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 Professional shall be responsible for assuring that all subcontractors are properly insured.

7.10. Conditions

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

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

7.10.3. Professional shall promptly notify the New Hanover Finance 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.

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

7.10.5. 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 Professional's obligation to maintain such insurance.

7.10.6. County does not represent that coverage and limits will be adequate to protect Professional and such coverage and limits shall not be deemed as a limitation of Professional's liability under the indemnities granted to County in this Contract.

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

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

7.10.9. County shall have the right to prohibit Professional or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

8. Standard of Care. Professional shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this Contract at the time and the place where the services are rendered. The staff of and subcontracted professionals engaged by Professional shall possess the experience, knowledge, and character necessary to qualify them to perform the particular duties to which they are assigned.

9. Default and Termination. If Professional fails to prosecute the services with such diligence as will insure its completion within the Contract time, or if Professional breaches any one of the terms and conditions contained in this Contract and fails to cure said breach within five (5) days of County mailing Notice of Default, County may terminate this Contract at the expiration of the fifth day after mailing such Notice of Default.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause upon thirty (30) days prior written notice. Upon receipt of notice, Professional shall immediately discontinue the services and, If applicable, placing of orders for materials, facilities, and supplies in connection with the performance of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of all annual appropriation by the New Hanover County Board of Commissioners. In the event of non-appropriation of funds by the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day

of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by Professional upon three (3) 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. **Subcontracts.** The Professional shall utilize no subcontractors for performing the services to be performed under this Contract without the prior written approval of the County.

13. **Entire Contract.** This Contract constitutes the entire understanding of the parties.

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

15. **Severability.** If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

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

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

18. **E-Verify Compliance.** Pursuant to N.C.G.S. 143-133.3, Professional 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.

19. **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).

20. **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 Manager
Attention: Tara Duckworth
230 Government Center Drive
Wilmington, NC 28403

To Contractor:
Professional Name
Attention: _____
Street Address
City State Zip

21. Assignability. The parties hereto agree that this Contract is not transferable or assignable by Professional without the written consent of the County. The County may unilaterally transfer and assign this contract in its sole election.

22. 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.

Professional Name Here

_____(Seal)
Title

STATE OF _____

COUNTY OF _____

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

WITNESS my hand and official seal, this _____ day of _____, 2022.

Notary Public

My Commission Expires

*[REST OF PAGE INTENTIONALLY BLANK.
NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A]*