

**NEW HANOVER COUNTY  
REQUEST FOR BIDS  
HVAC PREVENTATIVE MAINTENANCE SERVICES  
RFB # 23-0091**



**COUNTY COMMISSIONERS**

**JULIA OLSON-BOSEMAN, CHAIR  
DEB HAYS, VICE-CHAIR  
JONATHAN BARFIELD, JR.  
BILL RIVENBARK  
ROB ZAPPLE**

**CHRIS COUDRIET, COUNTY MANAGER**

Section 1 – Advertisement

**NEW HANOVER COUNTY**  
**REQUEST FOR BIDS**  
**HVAC PREVENTATIVE MAINTENANCE SERVICES**  
**RFB # 23-0091**

Bids addressed to Sara Warmuth, Chief Facilities Officer, 200 Division Drive, Wilmington, NC 28401 and marked “**RFB# 23-0091 HVAC PREVENTATIVE MAINTENANCE SERVICES**” will be accepted until **2:00 P.M. EST, Thursday, September 1, 2022.**

Bids may also be emailed to: [swarmuth@nhcgov.com](mailto:swarmuth@nhcgov.com). Deadline for receipt of Bids via email is **2:00 P.M. EST, Thursday, September 1, 2022.**

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids/> or by contacting Sara Warmuth at [swarmuth@nhcgov.com](mailto:swarmuth@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: August 5, 2022

## Section 2 – Instructions and General Conditions

### 2.1 – Schedule

Date	Action
August 5, 2022	RFB issued.
Wednesday, August 17, 2022, 12 pm	Deadline for questions. All questions must be submitted in writing to Sara Warmuth, Chief Facilities Officer ( <a href="mailto:swarmuth@nhcgov.com">swarmuth@nhcgov.com</a> ).
Thursday, August 18, 2022	Questions will be answered via written addendum.
Thursday, September 1, 2022, at 2:00pm	Deadline for receipt of bids.

### 2.2 – Preparation of Bid

2.2.1 Bidders are instructed to submit their bid in a sealed envelope clearly marked “RFB# 23-0091 HVAC PREVENTATIVE MAINTENANCE SERVICES” Bids may also be emailed to: [swarmuth@nhcgov.com](mailto:swarmuth@nhcgov.com).

2.2.2 The bid shall be submitted by **2:00 P.M. EST, Thursday September 1, 2022**.and addressed to:

New Hanover County  
Facilities Management  
Attn: Sara Warmuth, Chief Facilities Officer  
200 Division Drive  
Wilmington, NC 28401

Or Send your Bid via email to: [swarmuth@nhcgov.com](mailto:swarmuth@nhcgov.com)

2.2.3 **Completion of Bid Form (Price Sheet):** Bidders are expected to examine the specifications herein, the schedule and all instructions. Failure to do so will be at the bidder’s risk. Each bidder shall furnish the information required on the price sheet and exhibits(s). Bids **must** be submitted on the price sheet contained in this bid package. Bids submitted that are not on the attached price sheet and exhibits will be rejected. **BIDS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words.

Changes or corrections made in the bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

2.2.4 No telephone or facsimile bids will be considered. Bids received after the time and date for closing will not be considered.

### 2.3 – Site Visit/Pre-bid Meeting

There will be no site visit or pre-bid meeting.

## 2.4 – Questions

Questions concerning the specifications in this Request for Bids (RFB) should be directed to the Sara Warmuth, Chief Facilities Officer at [swarmuth@nhcgov.com](mailto:swarmuth@nhcgov.com). Questions will be received until **Wednesday August 17, 2022, at 12:00 pm**. An addendum summarizing all questions and answers will be posted to the County’s website. Bidders who have notified the County of their intent to submit a bid along with the email address will be sent the addendum upon posting.

## 2.5 – Communication

Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section which is Sara Warmuth, Chief Facilities Officer email [swarmuth@nhcgov.com](mailto:swarmuth@nhcgov.com). If any vendor attempts any unauthorized communication, the bid may be rejected.

## 2.6 – Intent to Submit

All Bidders who intend to submit a bid on this project should send an email to [swarmuth@nhcgov.com](mailto:swarmuth@nhcgov.com) including pertinent contact information. Upon receipt of this notification, most recent building plan will be shared with you, if desired. This will also ensure that you receive any addenda issued for this RFB; if applicable.

## 2.7 - Cost of Preparation of Response

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

## 2.8 – Bid Opening

Bids will not be opened publicly. The bid deadline is **Thursday, September 1, 2022, at 2:00pm**.

## 2.9 – Award

Award “shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.”

The County may also consider other factors such as past performance, financial stability, and availability of equipment in the consideration of award.

## 2.10 - Execution of Agreement

The successful Bidder will be required to enter into a formal agreement that is consistent with the bid requirements outlined within. The successful Bidder to whom the Contract is awarded by the County shall within five (5) business days after notice of award and receipt of Agreement from the County, sign and deliver to the County all required copies of said Agreement.

## 2.11 – Ownership of Documents

All bids and accompanying documentation will become the property of New Hanover County at the time the bids are opened and as such will not be returned to the bidder.

### 2.12 - Trade Secret Confidentiality

Upon receipt of your bid by New Hanover County, your bid is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your bid will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

To properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder must be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating This Bid," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

**Do not attempt to designate your entire Bid as a trade secret, and do not attempt to designate pricing information as a trade secret.** Doing so will result in your Bid being disqualified.

In submitting a Bid, each Bidder agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who assist the County in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Bidder has designated as a trade secret.

### 2.13 - 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.

### 2.14 - 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 bids in response to this RFB.

#### 2.15- Indemnity

The successful Bidder shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Bidder, his agents, employees and subcontractors.

#### 2.16 – E-Verify

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

#### 2.17 - Insurance

Before commencing any work, the Bidder shall procure insurance in the Bidder's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. 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 the Bidder, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

**Limits of insurance required are detailed in the attached Draft Contract.**

#### 2.18 - Addendum

The bid 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 are listed with the Finance Office and posted on the County's website.

You may visit our website at <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids/>, or email [swarmuth@nhcgov.com](mailto:swarmuth@nhcgov.com) to check for the issuance of any addenda before submitting your bid.

#### 2.19 - 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/bid.

## 2.20- Successful Bidder

The successful Bidder who is not currently registered as a vendor in the County's vendor database will be required to register. Please visit the County's website at [Vendor Self Service \(munisselfservice.com\)](http://munisselfservice.com). For questions, contact David Maurizzi at 910-798-7192 or email [dmaurizzi@nhcgov.com](mailto:dmaurizzi@nhcgov.com).

## 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).

## 2.22– Estimated Activation Period

The Bidder shall be prepared to sign a contract within five (5) business days of bid award. Services must begin within ten (10) days of receipt of the fully executed contract and either purchase order or notice to proceed, and to continue until services are completed.

## 2.23– Term and Time/Completion Schedule

Work will commence upon issuance of a purchase order or notice to proceed and will continue until services are completed. All work must be completed prior to June 30, 2023.

## 2.24 - 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.

## 2.25 – Draft Contract

A draft contract is attached for review by the Bidder.

## Section 3 – Scope of Services

### 1.0 GENERAL

- 1.01 The BIDDER shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The BIDDER will be responsible for obtaining all necessary licenses to complete the scope of work.
- 1.02 Performance: The quality of workmanship concerning the services provided for must reflect professional work and conduct.

### 2.0 SCOPE OF SERVICES

New Hanover County Facilities Management seeks a qualified HVAC maintenance company to provide preventative maintenance services to various equipment located at various County facilities.

The Contractor shall provide all labor, equipment, materials and abide by all local, state, and federal codes applicable to service the equipment at locations specified. New Hanover County will provide evaporator coil cleaner.

The Contractor shall provide experienced, qualified, properly licensed/certified and properly trained personnel to perform the services required.

All planned services at all facilities are to take place during normal business hours which are Monday through Friday 7am-5pm except for a total of five (5) facilities where after hour work should be priced, as noted in the inventory below:



Facility Specific List - HVAC Preventative Maintenance Services			
Buildings	Address	Price For After Hours	Equipment Serviced
Judicial	314 Princess St Wilmington nc		WSHP/ AHU's / Towers / Pumps
Cobb Annex	316 Princess St Wilmington NC		Chillers/Pumps/AHU's/D.O.A.S.
Historic Courthouse	24 N 3rd St Wilmington NC	Yes (FCU)	Chillers/FCU's/Pumps
Bell South (3rd Floor only)	104 N 4th St Wilmington NC		Chiller/AHU/FCU
320 Chestnut	320 Chestnut St Wilmington NC		D.O.A.S./Mini Splits
Main Library	201 Chestnut St Wilmington NC	Yes (FCU 3rd Floor)	DX Unitary/AHU/FCU's/VAV's/Pumps
Museum	814 Market St Wilmington NC		Chiller / pumps / Dual Duct boxes
Senior Center	2222 Scollege Rd Wilmington NC		WSHP's/Tower/Pumps/D.O.A.S
N.E. Library	1241 Military Cutoff Wilmington	Yes (FCU)	FCU's/Chillers/Vav's
EOC/911	230 Government Center Dr Wilmington NC		Chiller / pumps / vav
911 Tower	230 Government Center Dr Wilmington NC		Mini Splits
Flemington Tower	3405 Fredrickson Rd Wilmington NC		Wall Packs
Progress Energy Tower	5700 Holly Shelter Rd Wilmington NC		Wall Packs
Seabreeze Tower	Hill Valley Walk Rd Wilmington NC		Mini Splits
911/EOC	230 Government Center Dr Wilmington NC		RTU's/CRAC's/D.O.A.S.
Cooperative Ext.	6206 Oleander Dr Wilmington NC		Split Systems/Gas Furnaces/Mini Splits/Evap. Cooling System
Fire Station 13	5311 Castle Hayne Rd Wilmington NC		Mini Splits/2 Split Heat Pumps
Fire Station 14	Shiraz Way #8310 Wilmington NC		Split Systems/Mini Splits
Fire Station 19	9913 River Rd Wilmington NC		D.O.A.S./Gas Furnace
Fire Station 18	5636 Carolina Bch Rd Wilmington NC		Split Systems/Gas Furnace
Fire Station 16	7375 Market St Wilmington NC		D.O.A.S
Fire Station 12	3805 U.S. 421, Wilmington, NC 28412		Split systems/Packaged Systems/Gas Furnace
Fire Station 17	5907 Murrayvile Rd Wilmington NC		Gas Heater/Split Systems
Fire Station Wrightsboro	3515 N Kerr Ave Wilmington NC		Split Systems/Gas Furnace
Government Center	230 Government Center Dr Wilmington NC		10 mini split/ 4 RTU (1) 90 ton (3) 70 ton
Youth Empowerment	801 Princess St Wilmington NC		Split Systems/Gas Furnace/RTU
Animal Control	180 Division Dr Wilmington NC		D.O.A.S./Split Systems
Lucile Shuffler	2011 Carolina Bch Rd Wilmington NC		RTU/Mini Splits
Health and Human Services	1650 Greenfield St. Wilmington NC	Yes (Vav/Fcu"s)	RTU'S/ VAV's/ FCU's / Pumps
Pine Valley Library	3802 S College Rd Wilmington NC	Yes (Vav's)	RTU's/Vav's
DJJ	138 N 4th St Wilmington NC		RTU / VAV's
HHS Annex	1507 Greenfield St. Wilmington NC		PTAC Units
Healing Place	1002 Medical Center Dr Wilmington NC		20 Package RTU / 9 mini split Mitsubishi / 2 Split / 2 DOAS ( aao)/ Rtu's and split (Trane)

Contractor shall provide a written schedule of services to be performed within 7 days of Notification of Award.

All preventative maintenance services provided under this contract shall be in strict conformity with each of the individual equipment Manufacturer's recommendations including and not limited to the services provided under this request. All work is to be scheduled with New Hanover County Facilities Management prior to work taking place. No additional services or work should be done without the written pre-approval or PO from the NHC Facilities Management HVAC/Plumbing Supervisor.

A detailed report of work completed, including any specific issues addressed shall be sent to NHC HVAC/Plumbing Supervisor within 7 days after the completion of each service.

### Specific Scope of Work

#### Equipment: Chiller:

- Perform manufacturer maintenance routine on chillers twice a year, each fiscal year. The first service shall be performed September – November, and the second service March – April.

## **Unitary Equipment**

The following services shall be performed twice per year, each fiscal year. The first service shall be performed September – November, and the second service March – April.

- Check for proper rotation on all zone dampers.
- Clean the condenser coil two times per year. Clean the evaporate coil once per year.
- Replace the contactors on units over 10 tons on each compressor during one service and inspect and change as needed during other service. If they are questionable contact NHC HVAC/Plumbing Supervisor for direction.
- Take voltage/amp readings on all compressor(s). Record pressures and make note of any conditions that look out of range and report them to NHC HVAC/Plumbing Supervisor.
- Clean drains on each unit serviced. Re-piping or replacing components of the condensate line may be needed. Check and advise NHC HVAC/Plumbing Supervisor on any drain problems concerning the HVAC systems. All units above ceiling and above the first-floor level need to have some type of overflow protection on the drain line/drain pan, if they do not, please report to NHC HVAC/Plumbing Supervisor.
- All motors shall be checked for proper operation voltage/amps belt tension/replacement. This includes any contactors associated with these motors.
- All doors/closing systems should be noted for proper operation and report any concerns to the NHC HVAC/Plumbing Supervisor.
- All electrical resistance heat is to be energized and checked for proper operation (voltage/amps) with a visual inspection on all contactors. Any abnormal function is to be reported to the NHC HVAC/Plumbing Supervisor.

## **AHU's:**

Costs shall be prorated for year one, to provide 3 services; one during each of the following time frames: September – November, January – March and May-June.

Services for year two and three shall occur four times; one during each of the following time frames: June – August, September – October, November – January, and March - May.

- All contactors are to be visually inspected and changed as needed.
- All motors must be checked for proper voltage/amps and belt tension. Apply needed lubrication.
- All coils should be evaluated and discussed with the NHC HVAC/Plumbing Supervisor for direction on cleaning, if needed.

- All chill water/reheat valves should be stroked for visual inspection and all zone dampers as well. All electrical resistance heat is to be energized and checked for proper operation (voltage/amps) with a visual inspection on all contactors.

### **Gas Systems**

- Perform maintenance routine on gas systems in accordance with manufacturer's recommendation twice per year, each fiscal year. The first service shall be performed September – November, and the second service March – April.

Contract period will be from the date of award through June 30, 2023 renewable for two (2) additional one (1) year periods through June 30, 2025.

### **3.0 PRICE SCHEDULE**

**3.1** The contract will be based upon estimated cost to perform the work as outlined in the Scope of Services. Prices proposed by the bidder shall include anything necessary to complete the work including mobilization, insurance, labor, equipment, fuel, overhead, profit, permits and applicable taxes, if any. No minimum or maximum quantity is implied or inferred by this contract.

**3.2** All bids must be submitted using the attached Price Sheet/Bid Form.

### **4.0 BIDDER SAFETY REQUIREMENTS**

**4.1** BIDDER shall comply with all local, state and federal safety rules and regulations.

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

### **5.0 OTHER LAWS AND REGULATIONS**

BIDDER will comply with any and all applicable federal, state and local standards, regulations, laws, OSHA and all health and safety regulations.

Section 4 – Bid Sheet

NEW HANOVER COUNTY  
HVAC PREVENTATIVE MAINTENANCE SERVICES

Price Sheet/Bid Form

RFB # 23-0091

TO: Sara Warmuth, Chief Facilities Officer  
New Hanover County  
Facilities Management  
200 Division Drive  
Wilmington, NC 28401

DATE: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

The undersigned, having carefully examined the Instructions to Bidders, New Hanover County **RFB # 23 –0091 – HVAC PREVENTATIVE MAINTENANCE SERVICES**, and draft contract, including the following addenda:

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_ ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials, and equipment called for to complete the project in accordance with the contract documents for the following amounts.

**Total Year 1 Service:** \_\_\_\_\_

**Total Year 2 Service:** \_\_\_\_\_

**Total Year 3 Service:** \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**Section 5 – Statement of Assurances and Compliance**

**NEW HANOVER COUNTY**

**HVAC PREVENTATIVE MAINTENANCE SERVICES**

**STATEMENT OF ASSURANCES AND COMPLIANCE**

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

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

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

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name of Firm Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
State of Incorporation

**Section 6 – Minority & Women Business Enterprise (MWBE) Program**

**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

**(To be submitted with all bids)**

STATE OF NORTH CAROLINA

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

\*\*\*\*\*

I, \_\_\_\_\_ (hereinafter Affiant), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department 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 in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. **(Mark Yes or No)**
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_

My Commission Expires: \_\_\_\_\_

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

(Affix Official/Notarial Seal)

STATE OF NORTH CAROLINA

**AGREEMENT**

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_ by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Contractor."

**WITNESSETH:**

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

1. Scope of Services. Contractor shall provide preventative maintenance services to HVAC equipment in various County facilities, as more specifically described in Exhibit A, attached hereto, and incorporated herein by reference.

2. Time of Performance. The term of this Agreement shall begin upon receipt of Notice to Proceed and continue through June 30, 2023 with two (2) one (1) year options to renew.

3. Payment. County hereby agrees to pay for the cost of this Contract not to exceed a sum of \_\_\_\_\_ (\$\_\_\_\_\_ ) Dollars. Payment is contingent upon a final County inspection and acceptance of work or services.

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

5. Indemnity. Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or



omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

6. Insurance. Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. Minimum Scope and Limits of Insurance

7.1. Commercial General Liability

7.1.1. Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than \$1,000,000 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.

7.1.2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

7.1.3. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

7.1.4. Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.2. Workers' Compensation and Employer's Liability

7.2.1. Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2. Employer's Liability, and if necessary, CUL insurance shall not be less than \$1,000,000 for each accident for bodily injury by accident, \$1,000,000 for 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 work or services performed by Contractor for County.

7.3. Business Auto Liability

7.3.1. 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.

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

7.3.3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4. Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.4. Deductibles and Self-Insured Retentions

7.4.1. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, or employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

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

7.5. Miscellaneous Insurance Provisions.

7.5.1. 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.

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

7.5.3. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.6. 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.

7.7. Evidence of Insurance

7.7.1. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

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

7.7.3. 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.

7.8. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All

coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.9. Conditions

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

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

7.9.3. Contractor shall promptly notify New Hanover County Facilities Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

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

7.9.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

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

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

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

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of an annual appropriation of 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 the Contractor on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. Non-waiver of Rights. The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. Subcontracts. The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County.

15. Entire Contract. This Contract constitutes the entire understanding of the parties.

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

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

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

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

20. E-Verify Compliance. Pursuant to N.C.G.S. 143-133.3, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

21. 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).

23. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

**To County:**  
New Hanover County Facilities Management  
Attn: Scott Gordon  
200 Division Drive  
Wilmington, NC 28401

**To Contractor:**

24. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

25. Contract Under Seal. The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

CONTRACTOR.

\_\_\_\_\_  
President (Seal)

ATTEST:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_ COUNTY

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

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

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

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

**[ REST OF PAGE INTENTIONALLY BLANK.  
NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A AND IS  
INCORPORATED HEREIN BY REFERENCE]**