

**NEW HANOVER COUNTY SHERIFF'S OFFICE
REQUEST FOR BIDS
PURCHASE OF 31' FULL CABIN VESSEL
RFB # 26-0224**



COUNTY COMMISSIONERS

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Section 1 – Advertisement

**NEW HANOVER COUNTY SHERIFF'S OFFICE
REQUEST FOR BIDS
PURCHASE OF 31' FULL CABIN VESSEL
RFB # 26-0224**

Pursuant to NCGS 143-129, sealed bids addressed to Lena Butler, Purchasing Supervisor, 230 Government Center Drive, Wilmington, NC 28401 and marked "**RFB # 26-0224 FULL CABIN VESSEL**" will be accepted until **11:00 A.M. EST, Thursday, November 20, 2025.**

Bids will be opened publicly in the Government Center Multipurpose Conference Room 137 located at 230 Government Center Drive, Wilmington, NC 28403.

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County's website at <https://www.nhcgov.com/bids.aspx>.

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

Released: Monday, November 3, 2025

Section 2 – Instructions and General Conditions

2.1 Schedule

Date	Action
Monday, November 3, 2025	RFB Released
Wednesday, November 12, 2025 @ 5:00 PM EST	Deadline for Questions
Friday, November 14, 2025	Response to Questions Posted on Website
Thursday, November 20, 2025 @ 11:00 AM EST	Deadline for Receipt of Bids
TBD	Award by Board of Commissioners

2.2- Preparation of Bid

2.2.1 Bidders are instructed to submit their bid in a sealed envelope and clearly marked **“RFB # 26-224- FULL CABIN VESSEL.”**

2.2.2 The bid shall be submitted by **11:00 AM Thursday, November 20, 2025**, and addressed to:

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

2.2.3 Bidders shall respond to this RFB with a written bid in the format outlined below. Bids shall include the following sections, each under separate tabs and in the order below:

- 2.2.3.1 Cover Letter
- 2.2.3.2 Bidder’s Experience
- 2.2.3.3 Technical Specifications
- 2.2.3.4 Schedule
- 2.2.3.5 Post-Warranty Maintenance and Support
- 2.2.3.6 Specification Compliance Checklist
- 2.2.3.7 Pricing Sheet
- 2.2.3.8 Certificate of Insurance
- 2.2.3.9 Sample Agreement

Cover Letter:

Introduction to include understanding of requested equipment and contact information for the project.

Bidder's Experience:

The Bidder shall demonstrate its previous technical experience and competence of the Bidder for both the company and key personnel assigned to this project. The Bidder shall demonstrate five (5) successful completions in the design and manufacturing of similar projects, preferably performance boats.

Include past project name, address, date of completion, completed cost, key staff, and a narrative highlighting the similarities of past projects to the proposed project. Key staff and reference projects should be interrelated.

The Bidder shall provide a project organization chart and submit a list of key project staff, including field and office staff to be assigned to this project, if awarded. Key staff and relevant project experience should be interrelated. Bidder shall include a description of the responsibilities of the key staff throughout the project. The Bidder shall provide percentage of projects completed on approved timeframe.

The Bidder shall list any/all subcontractors and consultants that will be associated with this scope of work.

Technical Specifications:

The Bidder shall describe all design, manufacturing, delivery, training, and warranty in full compliance with the design features, design quality, project description, scope of services, and the terms and conditions of this RFB and to include engineered drawings for review.

Please read specification thoroughly to ensure the Vessel offered complies with all requirements. Variations from the specifications are to be indicated on the Specification Compliance Checklist that must be submitted with your bid.

If no exceptions are noted, and you are the successful manufacturer, it will be required that the Vessel be provided as specified. The successful Bidder shall demonstrate in their submission that the Vessel they are offering is equal to or better than the specifications provided herein.

Bidder guarantees that the product offered shall meet or exceed minimum

specifications identified in this request for bids. Any brand names mentioned in the specifications below are provided as an illustration of the quality and type of item. It is not to restrict the Bidder to utilization of the brand mentioned; an item of equal, or better, quality/type can be substituted for any specification listed below.

Schedule:

The Bidder’s plan to complete the design, secure the County’s necessary approvals, and execute the project to completion on or before the required completion date. Provide specifics regarding manufacturing, testing, delivery, and training.

Post Warranty Maintenance and Support

Bidders shall describe the frequency and scope of maintenance work to be provided under a full maintenance plan. Bidders shall state services, obligations, conditions, and terms for agreement period of five (5) years and for future renewal options.

The Bidder shall provide a sample of the warranty form as well as warranty procedures and guaranteed response times. Bidders shall include a sample of the maintenance and service agreement to be executed.

Specification Compliance Checklist

All bidders are to note “YES” or “NO” to compliance with the specifications. Exceptions are to be noted in the appropriate column.

Pricing Sheet

Bidder shall include an itemized pricing to include design, manufacturing, delivery, training, and warranty. Bidder should include optional pricing to cover the cost for travel expenses, lodging and meals for up to four (4) County representatives to be present during sea trials. Bidder may submit with their bid a proposed payment schedule tied to successful completion of tasks or milestones.

Certificate of Insurance

Sample certificate showing proof of the limits detailed in the RFB.

Sample Agreement

Attach a copy of your company’s sales agreement.

2.3- The public bid opening will be held at **11:00 AM EST, Thursday, November 20, 2025**, in the Government Center Multipurpose Conference Room 137 located at 230 Government Center Drive, Wilmington, NC 28403.

2.4- Late Bid

No telephone, electronic or facsimile bids will be accepted. It is the responsibility of the Bidder to ensure that their bid is delivered prior to the date and time of closing. Bids received after the date and time for closing will not be accepted

2.5 - Questions

Questions concerning this solicitation should be directed to the Lena Butler, Purchasing Supervisor at lbutler@nhcgov.com. Questions will be received until **Wednesday, November 12, 2025, at 5:00 PM EST.**

2.6- 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 Lena Butler, Purchasing Supervisor. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.7- Intent to Submit

All Bidders who intend to submit a bid on this project should send an email to lbutler@nhcgov.com including pertinent contact information. This will ensure that you receive all addendums issued for this RFB; if applicable.

2.8- Cost of Preparation of Response

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

2.9- 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.

2.10- 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.

For electronic submissions, a separate file must be submitted clearly stating "CONFIDENTIAL" in the name of the file.

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 may result in your bid being disqualified.

In submitting a bid, each applicant 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 applicant 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 Applicant has designated as a trade secret.

2.11- 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.

2.12- 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.

2.13- 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.

2.14- Insurance Requirements

Before commencing any work or services, Bidder shall procure insurance in Bidder'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 Bidder, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

Commercial General Liability

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

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 Bidders, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Bidder; products and completed operations of

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

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

Workers' Compensation and Employer's Liability

Bidder 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 \$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.

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 Bidder for County.

Business Auto Liability

Bidder 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.

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.

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

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

Surety Bond - Performance & Payment Bonds

Bidder shall furnish and deliver to County a Payment Bond and a Performance Bond covering the faithful performance and completion of work included in this Contract and payment for all materials and labor furnished or supplied in connection with work included in this Contract. All bonds shall be issued and furnished to County prior to, and as a condition precedent to, commencement of the Work of this Contract. The Payment Bond and Performance Bond shall be furnished on behalf of Bidder, shall name County obligee, and shall be one hundred percent (100%) of the amount of the guaranteed repair and maintenance costs. Such bond(s) shall be solely for the protection of County. The Payment Bond and the Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury. The bond shall remain in effect at least one (1) year after the date when final payment is made. The surety bond must be in the form set forth in N.C.G.S. 44A-33, without any variations therefrom. Bidder shall provide surety bond wherein Surety waives notice of all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract and agrees that the obligations undertaken by the Bond shall not be impaired in any manner due to any modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

Deductibles and Self-Insured Retentions

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

Bidder 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.

Miscellaneous Insurance Provisions

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.

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.

If Bidder'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.

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.

Evidence of Insurance

Bidder 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.

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

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.

Subcontractors

Bidder 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 Bidders' coverage, and Bidder shall be responsible for assuring that all subcontractors are properly insured.

Conditions

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.

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

Bidder shall promptly notify New Hanover County Sheriff's Office 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.

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

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 Bidder's obligation to maintain such insurance.

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

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

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

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

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

2.16- 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 bid and posted on the County’s website.

You may visit our website at <https://www.nhcgov.com/bids.aspx> to check for the issuance of any addenda before submitting your bid.

2.17- Compliance with Bid Requirements

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

2.18– 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). **(SEE SECTION 3 FOR COMPLETE DETAILS)**

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- 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.

2.21 – Iran Divestment Certification

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the Proposer made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that Bidders with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

2.22 – Authorized Signature

The successful Proposer will be required to enter into a formal agreement that is consistent with the proposal requirements outlined within the RFP. Signature Forms must be signed by an authorized individual. Forms that are not signed may cause the submittal to be rejected.

Section 3 – Federal Uniform Guidelines Provisions

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR PART 200. As result, firms awarded federally funded contracts by New Hanover County, in addition to contract clauses required by North Carolina law and other applicable federal regulations specific to a federal award, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

- 1. Access to Records and Record Retainage.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. New Hanover County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
- 2. Age Discrimination Act of 1975.** All suppliers, Bidders, subcontractors, consultants, and sub- consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- 3. Americans with Disabilities Act of 1990.** All suppliers, Bidders, subcontractors, consultants, and sub- consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).
- 4. Byrd Anti-Lobbying Amendment.** All suppliers, Bidders, subcontractors, consultants, and sub- consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, Bidders, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier

certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- 5. Civil Rights Act of 1964 – Title VI.** All suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 6. Civil Rights Act of 1968.** All suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).
- 7. Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).** All suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as

amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

8. Conflict of Interest Provisions Interest of Members, Officers, Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member, officer, or employee of the recipient or its agent, no member of the governing body of the locality in which the program is situated, no other public official of such locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts a provision prohibiting such interest pursuant to the purpose of this section.

9. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).

[Where applicable] All contracts awarded by the County in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each Bidder must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for

transportation or transmission of intelligence.

10. Copeland “Anti-Kickback” Act. All suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Bidders and Sub- Bidders on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Bidder or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Bidders must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders must be required to pay wages not less than once a week. The County must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The County must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Bidders and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Bidder or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported

violations to the Federal awarding agency.

12. Debarment and Suspension. All suppliers, Bidders, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

13. Domestic Procurement Preference. As appropriate and to the extent consistent with law, New Hanover County's Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Drug-Free Workplace Regulations. All suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

15. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX. All suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

16. Energy Policy and Conservation Act. All Suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

17. Environmental reviews/assessments. When required by Federal program legislation, awarded Bidders must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

18. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

19. Fly America Act of 1974. All suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118)

and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

20. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, Bidders, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

21. Limited English Proficiency (Civil Rights Act of 1964, Title VI). All suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

22. Patents and Intellectual Property Rights. Unless otherwise provided by law, suppliers, Bidders, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, Bidders, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

23. Procurement of Recovered Materials. All suppliers, Bidders, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

24. Rehabilitation Act of 1973. All suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the

Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

25. Remedies. All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a Bidder violates or breaches the contract terms.

26. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

27. Telecommunications Huawei / ZTE Ban. 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

28. Termination. If Bidder fails to prosecute the work with such diligence as will ensure its completion within the Contract time, or if Bidder 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. 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 Bidder. 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 Bidder. In the event this Contract is terminated prior to completion of the services by the Bidder, the Bidder shall be paid for work or services performed to the date of termination. In no event will the amount due Bidder 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 Bidder, including claims for damages.

29. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Bidder 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.

30. Terrorist Financing. All suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

31. Trafficking Victims Protection Act of 2000. All suppliers, Bidders, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

31. Universal Identifier and System of Award Management (SAM). All suppliers, Bidders, subcontractors, consultants, and sub-consultants are

required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

32. USA Patriot Act of 2001. All suppliers, Bidders, subcontractors, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

33. Whistleblower Protection Act. All suppliers, Bidders, subcontractors, consultants, and sub- consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Section 4 – Full Cabin Specification

Boat - Specifications

It is the intent of this specification to cover the basic requirements of a well-designed boat. The unit described must be the latest model currently produced by well-established manufacturer. It must be capable of withstanding rugged waters. Appurtenances and/or accessories not herein mentioned, but necessary to furnish a complete and operational unit must be included and must conform to the best practice known to the industry in strength, quality, and design, and will be subject to these specifications in full. All equipment furnished must meet or exceed federal and state regulations, as well as industry standards. If provided specification is different than noted, you MUST identify the difference in your proposal.

Vessel and Motors
Aluminum, Mono Hull, Collared, Self-Bailing Cockpit, Full Cabin Vessel for Law Enforcement/Rescue use
Hull Length (Feet) - 31'
Beam with Collar (Feet) - 10'
Enclosed locking radio box
Deadrise at Transom - 22°
Deadrise at Entry - 48°
Fuel Capacity (Gal) - 185 Gallons- minimum
Twin 450 HP YAMAHA Outboards, Includes all Necessary Rigging, Controls, Power Steering w/ Tilt Helm, Stainless Steel Propellers, All Installation and Testing
Stainless Steel Steering Wheel w/ Knob
Bidder must currently have a minimum of three 31' FULL Cabin hulls in use by other agencies in the USA (Provide Contacts on separate sheet of paper to include Agency Name)
48" Wide Center Console with Aluminum Hardtop Off Three-Piece Windshield
Rear Locker Bench Seats with Cushions; Bench seats to have lift-up points/handles. Generator to be on main deck, under one of Rear Bench seats.
Canvas Enclosure
Cushioned Bench Seat w/ space for a cooler beneath cushioned bench seat

Cabin
Full cabin shall be built out of aluminum, fully enclosed walk-thru design, center isle way with step down into front cuddy cabin. Grab rails shall be installed around the cabin.
Front cuddy cabin shall be walk thru to open bow area.
Front cuddy cabin shall include storage under cushioned bench seat areas.
Full cabin shall be outfitted with side slider doors (full glass) at both the port and starboard helm positions. Front cuddy cabin shall have cabin access door and front access hatch/door to bow. Sliding windows shall be installed where appropriate throughout the cabin for additional ventilation and air flow. Aft Cabin door included
Full cabin shall have window skylights for added visibility and light admittance.
Full cabin and front cuddy cabin interior shall be insulated.
Full cabin and front cuddy cabin walls and ceiling shall be carpeted.
Full cabin roof shall be coated with heat reducing paint.
Long Gun Storage Locker In-Cabin w/ Countertop and Electric Outlet
One (1) 16k BTU In Cabin Air-Conditioner (rooftop Air Conditioner NOT acceptable)
Minimum of (4) Multi-speed 12v fans shall be installed in the full cabin.
Full cabin shall have Two (2) Shockwave S2, or equivalent, bulkhead mount dropdown seats for operation while seated and standing.
Adjustable Height Foot-rests for the Operator and Navigator positions
Helm and Navigator seats shall have foldable arm rests on both sides.
Add 3rd and 4th Shockwave seats (or compatible) mounted on storage boxes; located behind Operator and Navigator seats

Add Interior Cabin Removable Window Coverings
Add One (1) Flip-up Workstation behind Navigator seat in front of 3rd Drop pan seat. W/adjacent Power Outlets (110V +12V)
4 EXTRA LARGE Cup holders, Flush Mounted
Windshield Wiper & Washer System w/ Multi-Speed Control and Delay Features
Heating System, Electric 110v. Dial-A-Watt (Requires Inverter, or Generator to Operate When not on Shore Power)
Hull Features
5086 Aluminum Plate Construction ONLY
Hull plate shall be constructed out of corrosion resistant marine-grade aluminum alloy 5086 and shall be at least 1/4" thick.
Side Sheets shall be constructed out of corrosion resistant marine-grade aluminum alloy 5086 and shall be at least 3/16" thick.
Deck plates shall be constructed out of corrosion resistant marine-grade aluminum alloy 5086 and shall be at least 3/16" thick.
Superstructure shall be constructed out of corrosion resistant marine-grade alloy 5086 and shall be at least 5/32" thick
Hull, deck and cabin structures shall have a continuous weld along the entire length of the metal joints.

Hull Features
Two sets of Performance Fins, FWD and AFT, Port and Starboard
Accessible Bilge (pressure sealed hulls are not acceptable)
Perpendicular Longitudinal Stringers
Full Height Girders and Traditional Transverse Framing
Watertight Welded Aluminum Self-Bailing Cockpit Decks
Perimeter Aluminum Handrails

Buoyancy Foam Filled Fiberglass Bags Under Decks
Removable Center Deck Plate for Fuel Tank Access
Bottom Paint, Primer + Antifouling Per Manufacturers Specifications for 25' x 8'-6" Beam Hull.
Fuel Tank, Aluminum Welded, Baffled, Epoxy Coated
Welded In Speed Shoe Pad in Bottom Plate
Zipwake Gyro Stabilized 300 Series Trim Kit
Lifting Strakes, Interceptors and Spray Rails Tailored to Craft Configuration
Drop Bow Door w/Ladder and Hand Rails
Bow lockers w/seat cushions
Welded Bow Eye and Welded Stern Eyes
Stainless Steel Hardware
Eight (8) Weld-On Aluminum Cast Cleats - 10"
Transom External Mount Brackets for Zincs, Lights, and Transducers and Intakes
Taft / Crash Rail Around Outboard Motors w/ Fairleads for Tow Line
Add Bow Samson Tow Post
Tow Bollard w/two cross pins, Integrated w/ Stern rigging Locker and Hull Structure
Collar Features
100% Polyethylene Foam Collar System w/ Small Air-Bladder for Collar
Collar to meet waterline for stability and added floatation (no other options will be accepted)
Collar Features
Tensioning Air-Bladder Inside Foam and not Against Side-Sheet
Expanded Polyethylene (EPE) 1.3 pcf Density Foam
Collar Skin Tensioning Urethane Air-Bladder Protected Inside Foam
TPU Aliphatic PU Skins, Heat and RF Welded Seams
In addition to RF welded seams, each seam to be sewn with PTFE UV resistant thread for added strength
Single Collar Color (TBD)
Rub Strake on Collar (Black or Gray in color)
Personnel Recovery Cut-Out (PRC) one on each side

Epoxy Painted Side Sheets Behind Collar System
Prefer Boat Builder to design and build collar system. Third Party vendor is NOT PREFERRED
Lettering on Collars, Color, placement and Text TBD
ANCHOR COMPARTMENT
Anchor shall be integrated into the hull, below the drop-down bow door.
Anchor compartment shall be accessible via deck hatch and include an anchor tie down and have self-draining capabilities.
Windshield Wiper & Washer System w/ Multi-Speed Control and Delay Features
Cushioned Bench Seat w/ Backrest Fwd. of Console
Anti-Glare Dash Covering
Webasto AT2000 Diesel Heater with Diesel Fuel Tank - for T-Top
Exterior Grab Rails Around Hardtop, FWD Console and Aft Structure
Two (2) Recessed Cup Holders
Tall Weapons Locker with shelves and locks/ Storage Bolster w/ Rear Hardtop Stanchions
Leaning Bolster for sitting or standing while in operation
Dash Mounted Switches for all Electronics
Rigging Features
Electric Bilge Pump w/ auto/man/off switch 2000GPM
Rigging Features
Robust Electrical System with Dedicated House AGM Battery Bank
EPA Compliant Fuel-System w/ Fuel Filters, WEMA Sending Unit
Add One (1) Hinged Electronics arch for closed radar, blue light bar and FLIR. Hinged from AFT of hard top, secured with stainless knurled knob hardware in Up or Down position for transport. When in DOWN position, arch will block aft cabin door
Two (2) 12v Electrical Plugs
Two (2) 12v USB/USB-C (combined) Electrical Plugs
Navigation / Communication Equipment

Ritchie Compass
Navigation Trumpet Horn
FLIR M332 Stabilized Single Payload Thermal Camera (320x256 Vox Microbolometer) w/ Pan, Tilt and Electronic Zoom Installed on Hinged Riser Bracket and Integrated to One Screen
Add One (1) Hinged Electronics arch for closed radar, blue light bar and FLIR. Hinged from AFT of Cabin, secured with stainless knurled knob hardware in Up or Down position for transport.
Two (2) Garmin 8616XSV GPS Chartplotters
Garmin Fantom 18x Radar
Garmin 215 VHF radio w/antenna and speaker
One (1) miniRad-V G2 Vehicle and Vessel Mounted Radiation Detector, includes Csl Detector-alarm unit, w/ Extended Warranty
Add GARMIN 9 Axis Heading Sensor
Rear Deck Camera
Installation of Agency provided radio/antenna
NMEA 2k Network Back Bone
Engine Data and Fuel Level Networked
One (1) Stereo Headunit, w/ Bluetooth and Four (4) Marine Speakers
Electrical
2,000W Inverter
30AMP Shore Power Service with Battery Charger
Generator
Generator, Westerbeke 3.5 kw Low-CO Gasoline, Raw-Water Cooled, Muffled Exhaust Thru-Transom/installed on Main Deck, under rear, cushioned bench seat
Lighting
Navigation Lights (LED)
Anchor Light (LED)
Law Enforcement Package - LED Alert Lights, GFE Radio Install, Hailer, Sirens-Blue LED lights mounted on each corner of Top
Red/White Dome Light (LED)
Deck Courtesy Lights (LED)
Remote Controlled Spotlight 500,000 Candela (minimum)-LED

White LED Spreader Lights and LED work lights- Port, Starboard & Rear of cabin
Finish
Bare Mill Finish Aluminum
Non-Skid Deck Covering (Black in Color)
Safety, Security, Rescue Equipment
Transom Ladder
Flagpole Holder w/ American Flag
Aluminum Anodes
Two (2) Fire-Extinguishers
Stainless steel Steering wheel w/knob
Add Mercury 1st Mate Marine Safety and Security System
One (1) Tactical Flashlight w/recharable base
Carbon Monoxide Detector
One (1) Jim-Buoy GO-X-24T, 24" Orange Life Ring, w/ Life Buoy Distress Marker Light, and Rail Mount
Tow Line- 200' of ¾" Double Braided Nylon
Outfit Kit including Anchor w/ Chain and Rode, Dock-Lines, Fenders, Boat Hook
Trailer
Aluminum Tandem Axle Trailer w/ Spare Tire and Bow Ladder
Trailer Capacity for Weight of Fully Loaded Boat
Bow and Stern Tie-Downs
Logistics
One Full Day of Training for New Hanover County Sheriff Personnel, at manufacturers location. Includes water test and inspection of completed boat, prior to shipping
Shrink Wrap Boat and Shipping Prep
Shipping to Sheriff's Office
Warranty
Include Warranty Documents/info with Bid submission
15 Year Limited HULL Warranty
5 Year Limited Collar Warranty
Delivered within 365 days of start of project

BID PRICING FORM*

Bid Provision	Assumptions (if applicable)	Cost

***In lieu of this form, the Bidder may attach their own detailed pricing sheet.**

All pricing must be inclusive, and include all labor, material, lodging, travel, and equipment and supplies necessary for all tasks listed in this Scope of Services.

COMPANY/PROPOSER'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 proposal response.

AUTHORIZED AGENT:

PRINTED NAME

SIGNATURE

DATE

E-VERIFY

(To be submitted with your RFB)

STATE OF _____

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

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)

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

(To be submitted with Proposal)

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

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

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

The lower tier participant (Bidder, Bidder certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE _____
TITLE _____
COMPANY _____
DATE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that: (Bidder)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Authorized Official

Printed Name and Title of Authorized Official

IRAN DIVESTMENT ACT CERTIFICATION

(To be submitted with Bid)

Name of Bidder: _____

As of the date listed below, the Proposer listed above or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the Bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 147-86.59 requires this certification for proposals, bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid or proposal is submitted
- When a contract is entered into (if the certification was not already made when the Proposer made its bid or proposal)
- When a contract is renewed or assigned

N.C.G.S. 147-86.60 requires that Bidders with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subBidder found on the State Treasurer's Final Divestment

OVERDUE TAXES

(To be submitted with your Bid)

Certification:

I, We certify that the *[Insert Organization's Name]* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

I, *[Name of Authorized Official]* being duly sworn, say that I am the *[Title of the Authorized Official]*, of *[Insert Organization's Name]* of *[City]* in the State of *[Name of State]*; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Signature of Authorized Official

Printed Name of Authorized Official

Date Signed

Notary:

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

(Signature must be the same as the person signing the contract)

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

New Hanover County MWBE Participation Form (To be submitted with Proposal)

This identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and supplies on Informal County Contracts. MWBE Participation is encouraged for all County Contracting opportunities. Please refer to the County's MWBE Policy for any contract specific requirements.

*** Copy this form as needed.*

Company Name			
Project Name	RFQ PUBLIC ART AT SMITH CREEK PARK		
Contract Type	<input type="radio"/> Services <input type="radio"/> Construction	<input type="radio"/> Purchase <input type="radio"/> Other _____	
<input type="radio"/> PRIME IS MWBE	Classification: _____ <input type="radio"/> Certified with NCHUB <input type="radio"/> Certified with NCDOT-DBE	RFP SUBMITTAL DATE	
<input type="radio"/> NOT MWBE	The Business is not a woman- or minority-owned business; however, the Proposer 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 Proposer will institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs.		

***MWBE CLASSIFICATIONS**

American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economically Disadvantaged (D)

WORK TO BE SELF-PERFORMED

Check this box **only** if you intend to perform 100% of the work for this Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work for this Contract with your own current work forces.

MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract, regardless of dollar amount.

Company Name	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization

Total Estimated MWBE Utilization \$ _____
 Total Proposed Amount \$ _____
 Percentage Estimated MWBE Utilization \$ _____

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal: _____
(Contractor)

Name of Surety: _____

Name of Contracting Body: NEW HANOVER COUNTY _____

Amount of Bond: _____

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal: _____
(Contractor)

Name of Surety: _____

Name of Contracting Body: NEW HANOVER COUNTY _____

Amount of Bond: _____

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec., only)

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

Contractor: (Trade or Corporate Name)

By: _____

Title _____
(Owner, Partner, or Corp. Pres. or Vice
Pres. only)

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

INCLUDE WITH YOUR BID

Specification Compliance Checklist

DETAILED SPECIFICATIONS

Boat - Specifications		
<p>It is the intent of this specification to cover the basic requirements of a well-designed boat. The unit described must be the latest model currently produced by well-established manufacturer. It must be capable of withstanding rugged waters. Appurtenances and/or accessories not herein mentioned, but necessary to furnish a complete and operational unit must be included, and must conform to the best practice known to the industry in strength, quality, and design, and will be subject to these specifications in full. All equipment furnished must meet or exceed federal, and state regulations, as well as industry standards. If provided specification is different than noted, you MUST identify the difference in your proposal.</p>		
Item Description	Meets (y/n)	Proposed
Vessel and Motors		
Aluminum, Mono Hull, Collared, Self-Bailing Cockpit, Full Cabin Vessel for Law Enforcement/Rescue use		
Hull Length (Feet) - 31'		
Beam with Collar (Feet) - 10'		
Enclosed locking radio box		
Deadrise at Transom - 22°		
Deadrise at Entry - 48°		

Fuel Capacity (Gal) - 185 Gallons- minimum		
Twin 450 HP YAMAHA Outboards, Includes all Necessary Rigging, Controls, Power Steering w/ Tilt Helm, Stainless Steel Propellers, Stainless Steel Steering Wheel w/Knob		
Bidder must currently have a minimum of three 31' FULL Cabin hulls in use by other agencies in the USA (Provide		
48" Wide Center Console with Aluminum Hardtop Off Three-Piece Windshield		
Rear Locker Bench Seats with Cushions; Bench seats to have lift-up points/handles. Generator to be on main deck, under one of Rear		
Canvas Enclosure		
Cushioned Bench Seat w/ space for a cooler beneath cushioned bench seat		
Cabin		
Full cabin shall be built out of aluminum, fully enclosed walk-thru design, center isle way with step down into front cuddy cabin.		
Front cuddy cabin shall be walk thru to open bow area.		
Front cuddy cabin shall include storage under cushioned bench seat areas.		
Full cabin shall be outfitted with side slider doors (full glass) at both the port and starboard helm positions. Front cuddy cabin		
Full cabin shall have window skylights for added visibility and light admittance.		

Full cabin and front cuddy cabin interior shall be insulated.		
Full cabin and front cuddy cabin walls and ceiling shall be carpeted.		
Full cabin roof shall be coated with heat reducing paint.		
Long Gun Storage Locker In-Cabin w/ Countertop and Electric Outlet		
One (1) 16k BTU In Cabin Air-Conditioner (rooftop Air Conditioner NOT acceptable)		
Minimum of (4) Multi-speed 12v fans shall be installed in the full cabin.		
Full cabin shall have Two (2) Shockwave S2, or equivalent, bulkhead mount dropdown seats for operation while seated and		
Adjustable Height Foot-rests for the Operator and Navigator positions		
Helm and Navigator seats shall have foldable arm rests on both sides.		
Add 3rd and 4th Shockwave seats (or compatible) mounted on storage boxes; located behind Operator and Navigator seats		
Add Interior Cabin Removable Window Coverings		
Add One (1) Flip-up Workstation behind Navigator seat in front of 3rd Drop pan seat. W/adjacent Power Outlets (110V +12V)		
4 EXTRA LARGE Cup holders, Flush Mounted		
Windshield Wiper & Washer System w/ Multi-Speed Control and Delay Features		

Heating System, Electric 110v. Dial-A-Watt (Requires Inverter, or Generator to Operate When not on Shore Power)		
Hull Features		
5086 Aluminum Plate Construction ONLY		
Hull plate shall be constructed out of corrosion resistant marine-grade aluminum alloy 5086 and shall be at least 1/4" thick.		
Side Sheets shall be constructed out of corrosion resistant marine-grade aluminum alloy 5086 and shall be at least 3/16" thick.		
Deck plates shall be constructed out of corrosion resistant marine-grade aluminum alloy 5086 and shall be at least 3/16" thick.		
Superstructure shall be constructed out of corrosion resistant marine-grade alloy 5086 and shall be at least 5/32" thick		
Hull, deck and cabin structures shall have a continuous weld along the entire length of the metal joints.		
Two sets of Performance Fins, FWD and AFT, Port and Starboard		
Accessible Bilge (pressure sealed hulls are not acceptable)		
Perpendicular Longitudinal Stringers		
Full Height Girders and Traditional Transverse Framing		
Watertight Welded Aluminum Self-Bailing Cockpit Decks		

Perimeter Aluminum Handrails		
Buoyancy Foam Filled Fiberglass Bags Under Decks		
Removable Center Deck Plate for Fuel Tank Access		
Bottom Paint, Primer + Antifouling Per Manufacturers Specifications for 25' x 8'-6" Beam Hull.		
Fuel Tank, Aluminum Welded, Baffled, Epoxy Coated		
Welded In Speed Shoe Pad in Bottom Plate		
Zipwake Gyro Stabilized 300 Series Trim Kit		
Lifting Strakes, Interceptors and Spray Rails Tailored to Craft Configuration		
Drop Bow Door w/Ladder and Hand Rails		
Bow lockers w/seat cushions		
Welded Bow Eye and Welded Stern Eyes		
Stainless Steel Hardware		
Eight (8) Weld-On Aluminum Cast Cleats - 10"		
Transom External Mount Brackets for Zincs, Lights, and Transducers and Intakes		

Taft / Crash Rail Around Outboard Motors w/ Fairleads for Tow Line		
Add Bow Samson Tow Post		
Tow Bollard w/two cross pins, Integrated w/ Stern rigging Locker and Hull Structure		
Collar Features		
100% Polyethylene Foam Collar System w/ Small Air-Bladder for Collar		
Collar to meet waterline for stability and added floatation (no other options will be accepted)		
Tensioning Air-Bladder Inside Foam and not Against Side-Sheet		
Expanded Polyethylene (EPE) 1.3 pcf Density Foam		
Collar Skin Tensioning Urethane Air-Bladder Protected Inside Foam		
TPU Aliphatic PU Skins, Heat and RF Welded Seams		
In addition to RF welded seams, each seam to be sewn with PTFE UV resistant thread for added strength		
Single Collar Color (TBD)		
Rub Strake on Collar (Black or Gray in color)		
Personnel Recovery Cut-Out (PRC) one on each side		

Epoxy Painted Side Sheets Behind Collar System		
Prefer Boat Builder to design and build collar system. Third Party vendor is NOT PREFERRED		
Lettering on Collars, Color, placement and Text TBD		
ANCHOR COMPARTMENT		
Anchor shall be integrated into the hull, below the drop-down bow door.		
Anchor compartment shall be accessible via deck hatch and include an anchor tie down and have self-draining capabilities.		
Windshield Wiper & Washer System w/ Multi-Speed Control and Delay Features		
Cushioned Bench Seat w/ Backrest Fwd. of Console		
Anti-Glare Dash Covering		
Webasto AT2000 Diesel Heater with Diesel Fuel Tank - for T-Top		
Exterior Grab Rails Around Hardtop, FWD Console and Aft Structure		
Two (2) Recessed Cup Holders		
Tall Weapons Locker with shelves and locks/ Storage Bolster w/ Rear Hardtop Stanchions		
Leaning Bolster for sitting or standing while in operation		

Dash Mounted Switches for all Electronics		
Rigging Features		
Electric Bilge Pump w/ auto/man/off switch 2000GPM		
Robust Electrical System with Dedicated House AGM Battery Bank		
EPA Compliant Fuel-System w/ Fuel Filters, WEMA Sending Unit		
Add One (1) Hinged Electronics arch for closed radar, blue light bar and FLIR. Hinged from AFT of hard top, secured with stainless		
Two (2) 12v Electrical Plugs		
Two (2) 12v USB/USB-C (combined) Electrical Plugs		
Navigation / Communication Equipment		
Ritchie Compass		
Navigation Trumpet Horn		
FLIR M332 Stabilized Single Payload Thermal Camera (320x256 Vox Microbolometer) w/ Pan, Tilt and Electronic Zoom Installed		
Add One (1) Hinged Electronics arch for closed radar, blue light bar and FLIR. Hinged from AFT of Cabin, secured with stainless		
Two (2) Garmin 8616XSV GPS Chartplotters		

Garmin Fantom 18x Radar		
Garmin 215 VHF radio w/antenna and speaker		
One (1) miniRad-V G2 Vehicle and Vessel Mounted Radiation Detector, includes Csl Detector-alarm unit, w/ Extended Warranty		
Add GARMIN 9 Axis Heading Sensor		
Rear Deck Camera		
Installation of Agency provided radio/antenna		
NMEA 2k Network Back Bone		
Engine Data and Fuel Level Networked		
One (1) Stereo Headunit, w/ Bluetooth and Four (4) Marine Speakers		
Electrical		
2,000W Inverter		
30AMP Shore Power Service with Battery Charger		
Generator		
Generator, Westerbeke 3.5 kw Low-CO Gasoline, Raw-Water Cooled, Muffled Exhaust Thru-Transom/installed on Main Deck,		

Lighting		
Navigation Lights (LED)		
Anchor Light (LED)		
Law Enforcement Package - LED Alert Lights, GFE Radio Install, Hailer, Sirens-Blue LED lights mounted on each corner of Top		
Red/White Dome Light (LED)		
Deck Courtesy Lights (LED)		
Remote Controlled Spotlight 500,000 Candela (minimum)-LED		
White LED Spreader Lights and LED work lights- Port, Starboard & Rear of cabin		
Finish		
Bare Mill Finish Aluminum		
Non-Skid Deck Covering (Black in Color)		
Safety, Security, Rescue Equipment		
Transom Ladder		
Flagpole Holder w/ American Flag		

Aluminum Anodes		
Two (2) Fire-Extinguishers		
Stainless steel Steering wheel w/knob		
Add Mercury 1st Mate Marine Safety and Security System		
One (1) Tactical Flashlight w/recharable base		
Carbon Monoxide Detector		
One (1) Jim-Buoy GO-X-24T, 24" Orange Life Ring, w/ Life Buoy Distress Marker Light, and Rail Mount		
Tow Line- 200' of 3/4" Double Braided Nylon		
Outfit Kit including Anchor w/ Chain and Rode, Dock- Lines, Fenders, Boat Hook		
Trailer		
Aluminum Tandem Axle Trailer w/ Spare Tire and Bow Ladder		
Trailer Capacity for Weight of Fully Loaded Boat		
Bow and Stern Tie-Downs		
Logistics		

One Full Day of Training for New Hanover County Sheriff Personnel, at manufacturers location. Includes water test and		
Shrink Wrap Boat and Shipping Prep		
Shipping to Sheriff's Office		
Warranty		
Include Warranty Documents/info with Bid submission		
15 Year Limited HULL Warranty		
5 Year Limited Collar Warranty		
Delivered within 365 days of start of project		

STATE OF NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this ____ day of _____ 2025 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 all labor, equipment and materials for building a 31' full cabin vessel and equipment, 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 from receipt of Notice to Proceed, and all work shall be completed within three hundred sixty-five (365) days of said Notice to Proceed.

3. Payment. County hereby agrees to pay for the cost of this Contract not to exceed a sum of \$620,485.00. Payment is contingent upon a County inspection and acceptance of work or services, with appropriate documentation, such as photographs. Payment would be made pursuant to the following completion milestones:

- Contract Signing 20%
- Hull Completion 20%
- Deck and Superstructure Completion 20%
- Machinery Installation 20%
- Interior and Systems Fit-Out, Exterior Finishing and Painting, and Sea Trials and Delivery 20%

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 are performed 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 or County.

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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. Surety Bond - Performance & Payment Bonds. Contractor shall furnish and deliver to County a Payment Bond and a Performance Bond covering the faithful performance and completion of work included in this Contract and payment for all materials and labor furnished or supplied in connection with work included in this Contract. All bonds shall be issued and furnished to County prior to, and as a condition precedent to, commencement of the Work of this Contract. The Payment Bond and Performance Bond shall be furnished on behalf of Contractor, shall name County obligee, and shall be one hundred percent (100%) of the amount of the guaranteed repair and maintenance costs. Such bond(s) shall be solely for the protection of County. The Payment Bond and the Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury. The bond shall remain in effect at least one (1) year after the date when final payment is made. The surety bond must be in the format set forth in N.C.G.S. 44A-33, without any variations therefrom. Contractor shall provide surety bond wherein Surety waives notice of all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract and agrees that the obligations undertaken by the Bond shall not be impaired in any manner due to any modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

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

7.5.2. 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.

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

7.6.3. 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.

7.7. 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-III unless County has granted a specific exemption.

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7.8. Evidence of Insurance

7.8.1. 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.

7.8.2. 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. 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.

7.10. Conditions

7.10.1. 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.

7.10.2. 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.

7.10.3. Contractor shall promptly notify New Hanover County Sheriff's Office 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 Contractor's obligation to maintain such insurance.

7.10.6. 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.

7.10.7. 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.

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

7.10.9. 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 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 right 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. Iran Divestment Act Certification. Pursuant to N.C.G.S. 147-86.55, Contractor shall fully comply with the North Carolina State Treasurer requirement that the Contractor or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

22. 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 Sheriff's Office
Attn: Terri Sigman
3950 Juvenile Center Road
Castle Hayne, NC 28429

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

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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 _____, 2025.

Notary Public

My commission expires: _____

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