



Request for Proposal

RFP # 003-26

Justice Complex Door Security Upgrade

Issued By:

Onslow County Purchasing Department

234 NW Corridor Blvd.

Jacksonville, NC 28540

Phone: (910) 455-1750



Issued for:

Onslow County Sheriff's Office

717 Court Street

Jacksonville, NC 28540

Phone: (910) 455-3113

Date of Issue: February 6, 2026

Proposals Due: February 27, 2026, 2:00 PM

KEY INFORMATION SUMMARY SHEET

Request for Proposals

RFP # 003-26 *Justice Complex Door Security Upgrade*

RFP Issue Date:	February 6, 2026
Proposals:	Mailed/Hand Delivered
Delivery and Mailing address	Onslow County Purchasing Department Attn: Christina Russell, Purchasing Division Manager 234 NW Corridor Blvd. Jacksonville, NC 28540
Site Visit (Recommended, not required):	Email Thomas_Marshburn@onslowcountync.gov to schedule a site visit. All site visits must be completed by February 18, 2026.
Deadline for Written Questions:	12:00 noon February 20, 2026
Questions to be emailed to:	PurchasingBids@onslowcountync.gov
Proposal Due Date:	February 27, 2026 no later than 2:00PM

February 6, 2026

RE: **Request for Proposal, RFP No. 003-26
Justice Complex Door Security Upgrade**

To Whom It May Concern:

The County of Onslow is soliciting sealed proposals from qualified access control and security system integrators to provide comprehensive door and perimeter security upgrades at the Justice Complex.

Attached you will find a Request for Proposal (RFP) which identifies the minimum requirements of the RFP.

In order to be considered, all Proposals must be sealed and submitted, in writing, no later than **2:00 PM (EST) February 27, 2026. No proposals will be accepted after this time.** Proposers should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the proposals to the Onslow County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the proposers. The County will in no way be responsible for delays caused by any occurrence. Sealed submittals may be hand carried or mailed to:

ONSLow COUNTY PURCHASING DEPARTMENT
Attention: Christina Russell
234 NW Corridor Blvd.
Jacksonville, North Carolina 28540

Any questions pertaining to this Request for Proposal must be submitted in writing no later than 12:00 PM on February 20, 2026. Questions will be emailed to: PurchasingBids@onslowcountync.gov

Any changes or modifications to this Request for Proposal will be transmitted in writing through an addendum. It will be the responsibility of the Proposer to ensure that all addenda have been received.

The County encourages participation by small, minority, and woman-owned businesses. Onslow County reserves the right to waive any informalities, to reject any and/or all submittals, and to accept any proposal which in its opinion may be in the best interest of the County.

No proposal will be received or accepted after 2:00 PM, EST, February 27, 2026. Late submittals will be deemed invalid and returned unopened to the Proposer.

Thank you,

Christina Russell, CLGPO
Purchasing Division Manager

**REQUEST FOR PROPOSAL
ONSTLOW COUNTY
Justice Complex Door Security Upgrade**

1. Introduction

This Request for Proposal (RFP) is issued by the Onslow County Purchasing Department on behalf of the Onslow County Sheriff's Office for comprehensive door and perimeter access control security upgrades at the Justice Complex.

The intent of the project is to enhance facility security, ensure operational continuity, and bring existing door and access control infrastructure into compliance with current security standards for law enforcement facilities.

2. Scope of Work

The Contractor shall furnish all labor, materials, equipment, supervision, and coordination necessary to complete the Justice Complex door and perimeter security upgrades.

The work shall include the following, at a minimum, but not limited to:

- Replacement and upgrade of power supplies and cabling for approximately 56 existing S2 controlled doors.
- Replacement of five (5) malfunctioning Corbin Russwin electric trims with new electric latch retraction (ELR) kits.
- Installation of six (6) new doors to the existing S2 system, along with new ELR kits, card readers, cabling and power supplies.
- Add access control to three additional interior doors.
- Install access control on three (3) exterior employee gates with dual readers and integration with the existing S2 system.

The quantities identified within this Scope of Work, including the estimated fifty-six (56) existing doors, are provided for planning and proposal purposes. If any changes occur during site visit, an addendum will be issued with said changes.

3. Questions

Questions concerning this RFP should be directed to:

Onslow County Purchasing Department
Attn: Christina Russell
234 NW Corridor Blvd.
Jacksonville, NC 28540
Telephone (910) 455-1750 Fax (910) 455-3024
E-mail: Christina_Russell@onslowcountync.gov

All questions pertaining to this RFP must be submitted in writing no later than February 20, 2026.

Only written questions will be considered formal. **Any information given by telephone will be considered informal.** Any questions that the County feels are pertinent to all proposers will be mailed as an addendum to the RFP. Fax and e-mail messages will be treated as written questions.

4. Preparation of Proposal

Each Proposer must thoroughly examine the Request for Proposal and contract documents to ensure that the contractor can meet all requirements. Proposals shall be submitted on the forms included within the RFP documents.

Proposals shall be signed by the proposer legally authorized to bind the Contractor to a contract. Proposals that are not signed may be rejected.

Failure to submit a proposal with all proposal requirements may be considered sufficient cause for rejection of the Proposal. Any interlineations, alterations or errors must be initialized by the signer of the proposal. Proposals shall remain firm for a period of sixty (60) calendar days after proposals are due.

5. Submittals

- A. Submittals: Submit one (1) sealed proposal, proposals shall be marked on the outside of the sealed envelope “**RFP 003-26 Justice Complex Security Door Upgrade**”. Submittals will be received no later than **2:00 PM EST, on February 27, 2026**, in Room 107 of the Onslow County Purchasing Division Manager’s office, 234 NW Corridor Blvd., Jacksonville, NC 28540. The proposals will be opened publicly and read aloud at **2:00 PM, Friday, February 27, 2026.**
- B. Proposals may be hand-delivered or mailed. If the submittal is sent by mail or commercial express, the Respondent shall be responsible for actual delivery of the qualification package to the proper county office before the deadline. All submittals become property of the County. Request for Proposal packages will not be accepted via fax machine or internet e-mail.
- C. Mark outside of envelope with **RFP No. 003-26 “Justice Complex Security Door Upgrade”**.
- D. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm to ensure that their proposal is received by the Purchasing Department personnel before the deadline indicated above.
- E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit responses. The County of Onslow reserves the right to waive any informalities, to reject any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of the County.
- F. Proposal packages may be withdrawn by written request prior to submittal deadline.

6. Proposer Responsibility

Due to the potential for unusable conduit pathways, damaged cabling, or the need for additional power runs, the County strongly recommends that Proposers schedule a site visit at the Justice

Complex to evaluate existing conditions and develop accurate pricing and scope assumptions for this proposal. Site visits may be arranged by contacting **Thomas Marshburn** via email at Thomas_Marshburn@onslowcountync.gov. All site visits must be completed by **February 18, 2026**. The Justice Complex is located at **717 Court Street, Jacksonville, NC 28540**. The Proposer is solely responsible for verifying all information provided and for fully familiarizing themselves with the conditions and requirements of the work prior to submitting a proposal. Failure to conduct necessary investigations or examinations will not be accepted as justification for any errors, omissions, claims, or additional compensation, nor as an excuse for failure to complete the work in accordance with the terms and consideration set forth herein.

7. Security and Background Requirements

Due to the sensitive nature of the Justice Complex and the security systems involved, contractor personnel who require access to secure or restricted areas of the facility may be subject to background checks or security vetting as required by the County and/or the Onslow County Sheriff's Office.

Contractor personnel who do not meet established security requirements may be denied access to secure areas of the facility. The Contractor shall be responsible for ensuring that all personnel assigned to this project are able to meet applicable security requirements without causing delays to the project schedule.

Background checks may include, but are not limited to, criminal history checks and fingerprint submissions. All costs associated with required background checks or security vetting shall be the responsibility of the Contractor.

8. Subcontract

The successful bidder is the primary contractor and will perform the work themselves or using their own work force. The contractor shall not sub-contract the services/work without the prior approval of the County.

9. Certification of Proposer Regarding Debarment.

By submitting a proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal department or agency from participation in this transaction. See attached form enclosed.

10. Sample Agreement.

Attached is a *Sample Service Agreement* that describes the county's contractual terms and conditions to include insurance requirements. The successful Contractor will be required to enter into a service agreement with the County. Any exceptions to the Service Agreement must be listed and included in Section 4 below.

11. Proposal Requirements

In order to evaluate responses efficiently and equitably, responses **must be** submitted as identified below. Failure to submit this information may render your proposal non-responsive. Each respondent shall provide the following company information:

Section 1: Introduction: Company/Individual Information

- Submit a cover letter on agency/individual letterhead signed by an authorized individual or official of the organization. The letter must contain:
 - Individual/Company name and address, including telephone, email address, website address.
 - The type of company (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc., if applicable.
 - Year established. Include former company name(s) and year(s) established, if applicable.
 - The name, title, address, and telephone number of the company's authorized negotiator. The person identified must be empowered to make binding commitments for the company/individual.

Section 2: References:

- Provide at least three (3) current references similar if not exact to scope of work. Include Company Name, Contact Name, Title, Verified Phone Number, and Email Address

Section 3: Forms

- Cost Proposal Form (**Please use the attached provided form.**)
- Non-Collusion Affidavit (on provided form) MUST BE NOTARIZED
- Certification Regarding Debarment and Suspension (on provided form) MUST BE NOTARIZED
- E-Verify Affidavit (on provided form) MUST BE NOTARIZED

Section 4: Exceptions

- **Exceptions to the RFP and *Sample Service Agreement*.** Attached is a sample service agreement that describes the County's contractual terms and conditions. Each successful contractor will be required to enter into a service agreement. Any exceptions to the RFP or the sample agreement **must be documented** and submitted in this Section.

12. Evaluation and Award of Contract

The County will contract with a Proposer that best demonstrates the ability to meet requirements as specified in this RFP. Providers submitting a response will be evaluated based on the capacity and experience demonstrated in their Proposal.

Factors to be considered during the evaluation will include:

- Completeness of submitted proposal and adherence to stated criteria in this RFP
- Experience with S2 systems and law enforcement facilities
- Price
- References
- Exceptions/Acceptance of the terms of the contract

**COST PROPOSAL FORM
RFP 003-26**

Scope of Work Summary Table			
Item No.	Scope Item	Quantity	Description
1	Access Control Power Supply Upgrades	56 Doors	Replace and install power supplies and cabling
2	Electric Trim / ELR Replacement	5 Doors	Replace malfunctioning electric trims
3	New Interior Access-Controlled Doors	6 Doors	Full access control installation
4	Additional Interior Doors	3 Doors	Add access control hardware
5	Exterior Employee Gates	3 Gates	Dual readers and S2 integration
6	This section is for additional costs not expressly listed in this RFP, including but not limited to additional doors or access-controlled openings that may be identified during the site visit or added at the County's discretion after proposal submission.		

Vendors shall submit pricing in accordance with the table below.

Proposal Form			
Item No.	Scope Item	Unit Price	Extended Price
1	Access Control Power Supply Upgrades	\$	\$
2	Electric Trim / ELR Replacement	\$	\$
3	New Interior Access-Controlled Doors	\$	\$
4	Additional Interior Doors	\$	\$
5	Exterior Employee Gates	\$	\$
6	Additional Costs Not listed in RFP (Please list these out on the next page)		
Total Costs for Project		\$	

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ (title) of _____ (Contractor's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Onslow or any person interested in the proposed contract; and

Signature

Title

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 20____

Notary Public _____

My Commission Expires: _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor's Name: _____

Address: _____

City/State/Zip: _____

Signature: _____

(Seal if Corporation)

Title: _____

Date: _____

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 202____

NOTARY PUBLIC _____

My Commission Expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

AFFIDAVIT OF COMPLIANCE: E-VERIFY

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (hereinafter "Contractor") after first being duly sworn hereby swears or affirms
as follows:

1. Firm 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 Article 2 of Chapter 65 of the North Carolina General Statutes; and

2. Firm understands that "Employer", as defined in NCGS§64-25(4), are required by law to use E-Verify to verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.

3. Firm is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)

a. YES _____, or

b. NO _____

4. Firm will ensure compliance with E-Verify by any subcontractors/subconsultants subsequently hired by Firm to perform work under Firm's contract with Onslow County.

5. Firm shall keep the County of Onslow informed of any change on its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This _____ day of _____, 202__.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

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

day of _____, 20_____.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial
Seal)

SAMPLE SERVICE AGREEMENT - DO NOT FILL IN

NORTH CAROLINA

SERVICE CONTRACT

ONSLOW COUNTY

THIS CONTRACT is made, and entered into this the _____ day of _____ 20____, by and between the **COUNTY of ONSLOW**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), and _____, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as “**CONTRACTOR**”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** **CONTRACTOR** hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “**Services**”). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
2. **TERM OF CONTRACT.** The Term of this Contract for **Services** is from _____ to _____ unless sooner terminated as provided herein.
3. **PAYMENT TO CONTRACTOR.** **CONTRACTOR** shall receive from **COUNTY** an amount not to exceed (\$ _____) as full compensation for the provision of **Services** during any one fiscal year period beginning July 1, through June 30. **COUNTY** agrees to pay **CONTRACTOR** at the rates specified for **Services** performed to the satisfaction of the **COUNTY**, in accordance with this Contract, and Attachment 1. Unless otherwise specified, **CONTRACTOR** shall submit an itemized invoice to **COUNTY** by the end of the month during which **Services** are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by **COUNTY**.
4. **INDEPENDENT CONTRACTOR.** **COUNTY** and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **COUNTY** for any purpose in the performance of **CONTRACTOR**’s duties under this Contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR**’s activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the **Services** required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, **CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from **CONTRACTOR**’s performance of this Contract or the actions of the **CONTRACTOR** or its officials, employees, or contractors under this Contract or under contracts entered into by the **CONTRACTOR** in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, **CONTRACTOR** shall comply with the North Carolina Workers’ Compensation Act and shall provide for the payment of workers’ compensation to its employees in the manner and to the extent required by such Act. Additionally, **CONTRACTOR** shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and
Property Damage
Automobile Liability \$100,000 Bodily Injury per Person /\$300,000 Bodily Injury per Accident /
\$50,000 Property Damage per Accident, or
\$300,000 Automobile Liability Combined Single Limit Bodily and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination, or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified, or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
7. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants, or practice management consultants any information about County, its practice or billing.
8. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law or this provision, this Contract may be canceled, terminated, or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.
10. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.
11. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause and without penalty, by COUNTY upon thirty (30) days written notice to the CONTRACTOR, and such an early termination shall not be deemed to be a breach of this contract. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract if such a breach has occurred.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

- 12. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.
- 13. COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
- 14. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- 15. IRAN DIVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 16. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 17. GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.
- 18. NOTICES.** All notices which may be required by this contract, or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF ONSLOW
ATTN:

CONTRACTOR:
ATTN:

- 19. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

- 20. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 21. ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Onslow County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.
- 22. NO PLEDGE OF TAXING AUTHORITY:** No deficiency judgment may be rendered against COUNTY or any agency of COUNTY in any action for breach of a contractual obligation under this contract. The taxing power of the COUNTY is not pledged directly or indirectly to secure any monies due under this contract.
- 23. NO WAIVER OF GOVERNMENTAL IMMUNITY; VIOLATION OF LAW:** Except for waiver of governmental immunity resulting from the execution of a valid contract, COUNTY makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory, or state constitutional prohibition, then such provision(s) shall be unenforceable against COUNTY.
- 24. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 25. ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 26. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 27. EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- 28. AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR. This Contract, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

Reviewed by Department Head

Date Reviewed:

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act

Onslow County Finance Officer

Requisition #

CONTRACTOR:

By: _____

ONSLOW COUNTY

By: _____

“ATTACHMENT 1” to follow

ATTACHMENT 1

Scope of Services

CONTRACTOR, in exchange for the compensation paid by COUNTY under this Contract, shall provide the following services: