



Request For Proposal

RFP # 001-26

**Rental Concession at
Onslow County Beach Access #2
2950 Islands Drive, North Topsail Beach, NC**

**Issued By:
Onslow County Purchasing Department
234 NW Corridor Blvd.
Jacksonville, NC 28540**

Issued For:



**1244 Onslow Pines Road
Jacksonville, NC 28540**

Date of Issue: March 20, 2026

**Proposals Due: April 2, 2026
Time: 2:00 pm**

KEY INFORMATION SUMMARY SHEET

Request for Proposals
Rental Concession
RFP # 001-26

RFP Issue Date:	March 20, 2026
Mailing address to submit proposals:	Onslow County Purchasing Department Attn: Christina Russell 234 NW Corridor Blvd. Jacksonville, NC 28540
Deadline for Written Questions:	12:00 noon March 26, 2026
Proposal Due Date:	April 2, 2026 by 2:00 PM

Onslow County, North Carolina
Request for Proposals
Rental Concessions

1.0 Introduction

The Onslow County Parks and Recreation Department is seeking the services of a concessionaire to provide services to the specific area located at Beach Access #2, 2950 Islands Drive, North Topsail Beach, NC 28460. While past concessions at this location have primarily included kayaks, paddle boards and related safety equipment for rental, proposers should note that these examples are not intended to limit the scope of proposals. The County welcomes other concession rental services in this area for consideration at Beach Access #2 located at 2950 Islands Drive, North Topsail Beach, NC 28460. Services should enhance visitor experience, promote public enjoyment, and should be appropriate for a beach access setting at this location. The County is encouraging qualified concessionaires to submit your rental proposal ideas to be evaluated on their individual merits, feasibility, and alignment with County goals. Copies of the Request for Proposal (RFP) may be obtained by contacting the Purchasing Department, phone (910) 455-1750 during regular business hours. The County of Onslow reserves the right to reject any and/or all proposals. The County of Onslow encourages all businesses, including minority, women owned businesses to respond to all Request for Proposals.

2.0 Preparation of Proposal

Each offeror must thoroughly examine the Request for Proposal and contract documents to ensure that all requirements can be met. Proposals shall be submitted on the forms included within the RFP documents. See “Proposal Submittal Format” for detailed instructions on what information to submit.

Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the company and answer questions or provide clarification concerning the offeror’s proposal.

3.0 Questions

All questions pertaining to this Request for Proposal (RFP) shall be submitted in writing no later than 12:00 PM, March 26, 2026. Questions may be emailed to: PurchasingBids@onslowcountync.gov

Only written questions will be considered formal. **Any information given verbally or 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. E-mail messages will be treated as written questions.

4.0 Submittals

In order to be considered all proposals must be submitted in writing no later than **2:00 PM (EST) on April 2, 2026**. No proposal will be accepted after the official time and date. Offerors mailing responses should allow delivery time to ensure timely receipt of their proposal. The responsibility for getting the proposal to the Onslow County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the responding offeror.

The County will in no way be responsible for delays caused by any occurrence. Responses may be hand carried or mailed to:

Onslow County Purchasing Department
Attn: Christina Russell
234 NW Corridor Blvd.
Jacksonville, NC 28540
Hours of Operation: 8:00 a.m. - 5:00 p.m. (EST)
Monday through Friday

The outside of the envelope shall be clearly marked **“RFP # 001-26 Beach Assess #2 Rental Concessions.”**

5.0 Time for Acceptance

Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

6.0 Cost for Proposal Preparation

Any costs incurred by offeror's in preparing or submitting offers are the offeror's' sole responsibility; the County of Onslow will not reimburse any offeror for any costs incurred prior to award.

7.0 Offeror Responsibility

The offeror is responsible for verifying any and/all information provided and to familiarize themselves with the site location and work required, prior to submitting a proposal. Offeror's are expected to examine the property and to form their own conclusions as to its suitability for concession purposes. The County makes no guaranty or warranty, either expressed or implied, with respect to the property.

A plea of ignorance of the conditions that exist, or may hereafter exist, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will not be accepted as an excuse for any failure, or omission on the part of the successful documents and to complete the services for the consideration set forth herein, or as a basis for any claim whatsoever.

8.0 Inspection of Property

The beach access area involved is available for inspection to prospective offerors. Arrangements for inspections can be made through the Onslow County Parks and Recreation Department, Doug Jones, at (910) 937-1325 or Jeremiah_Jones@onslowcountync.gov. The requirements of this RFP will not be discussed during any visit by a perspective offeror. Any verbal or written information provided by any County official to any perspective offeror shall have no bearing on the requirements specified in this RFP. Changes and clarifications regarding the specification of the RFP can be made only by official written addenda issued by the Onslow County Purchasing Department.

Arial views of the property outlined in red is below with access to water by walkway from parking area and across the street is the beach #2 access. Awarded Bidder will have access to a locked area at the Beach Access #2 building for storing or charging devises during operation.





9.0 References

Offeror shall provide references for which this type of service is/was provided to other agencies within the State of North Carolina. Reference information shall be submitted on the form enclosed.

10.0 Exceptions to the Proposal

Exceptions to any specification or requirement contained herein must be clearly stated on the “Exceptions to the Proposal and Sample Agreement” form. The Exception to the Proposal form is provided herein.

11.0 Sample Agreement

Attached is a *Sample* Service Agreement that describes the county’s contractual terms and conditions. The successful Service Provider will be required to enter into a service agreement with the County. Any exceptions to the terms and conditions of the Service Agreement must be documented and listed on the “Exceptions to the Proposal and Sample Agreement” form.

12.0 Evaluation

The County of Onslow reserves the right to reject any and/or all proposals and to waive any minor informalities in a proposal. Award will be made to the offeror whose proposal is most advantageous to the County taking into consideration the following criteria:

- Qualifications, experience and approach;

- The ability, capacity, and skill of the offeror to perform the services required under the RFP;
- Whether the offeror can provide the services promptly, or within the time specified, without delay or interference;
- Safety orientation plan and
- Level of performance of an offeror under previous contracts, if any;
- Financial Qualifications (this information is not required with submittal but may be requested at a later date);
- Acceptance of the terms of the contract

13.0 Award of Contract

The successful offeror will be notified in writing within sixty (60) days, or sooner, after the receipt of proposals. Verbal notification of award is not considered a liable mode of notification and therefore will not be recognized as an official notification.

Upon issuance of a contract award by the County, the successful offeror will perform the services as specified at the stated fees and prices, within the time specified, in accordance with all provisions of the proposal documents.

14.0 Terms of Agreement

The services described in this RFP shall be for a period of three (3) years, with the County reserving the option to renew the contract for two (2) additional one-year periods under the same terms and conditions and upon mutual agreement. Any extensions to the contract after the initial three-year contract will be made by a written Contract Extension signed by both parties. Any renewal is contingent upon satisfactory performance by the concessionaire during the previous terms of the award as determined by the County.

15.0 Confidentiality of Proposals

In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All offeror's are advised that they are not to have any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the proposals are due and before the award of the contract), unless the County contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of other offeror's to perform the advertised contract and/or the other offeror's' proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offeror's not in compliance with this provision may be disqualified, at the option of the County, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

16.0 Subcontract

The successful offeror is the primary contractor and will perform the work using their own work force. The contractor shall not subcontract the services/work without prior written approval of the County.

17.0 Insurance Requirement for Service – See sample Service Agreement for limits

The awarded vendor shall provide the Purchasing Director an original Certificate of Insurance indicating that the vendor has in force the required coverage prior to the start of any Work and agrees to maintain such insurance until the completion of the Contract. All insurance policies shall be with insurers with an acceptable rating, registered and licensed to do business in the State of North Carolina.

Each policy shall provide a thirty (30) day notification clause in the event of cancellation, non-renewal or adverse change. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with the Onslow County Purchasing Director at least fifteen (15) days prior to the expiration date. Failure to maintain the proper insurance will be grounds for termination of contract.

18.0 Temporary Improvements

The concessionaire may not install temporary improvements or other property without express written approval

from the County. The concessionaire is authorized to store kayaks, stand-up paddle boards (SUP's) and associated equipment at the beach access site, in an area designated by the Parks and Recreation Director or designee. The concessionaire is authorized to erect up to two racks capable of storing up to (22) kayaks/paddle boards. These improvements may also include a small temporary tent (with roll down sides), or other shelter / portable building not to exceed 10 feet x 20 feet in size. Electricity and water are currently not available on the rental site. Contractor must obtain approval from Town of North Topsail Beach for tents, storage buildings, kayak racks, as applicable. Contractor must abide by any environmental rules governing site improvements, temporary structures, or related items.

19.0 Concession Communication

In addition, the concessionaire must provide instructors with communication equipment such as two-way radios or cellular phones. The concessionaire must have sufficient backup equipment to ensure that no staff members who are leading groups or individuals on a paddle trip are going out when communications are not properly functioning.

20.0 Release of Liability

The concessionaire, prior to permitting any individual to engage in kayaking or paddle board activities on the premises of the beach access site, shall obtain a release of liability exempting the County of liability. A sample release of liability form shall be enclosed. The release form must be approved by the County.

The concessionaire, shall indemnify, save and hold harmless and defend the County against any and all fines, claims, damages, losses, judgments, and expenses, arising out of or in any way connected with the performance of the duties covered by this agreement.

Furthermore, the concessionaire shall maintain for the duration of the contract agreement and for a period three (3) years thereafter, on file at his place of business, copies of such agreements as he/she may have obtained. The concessionaire further agrees that said releases shall be made available upon request to the auditors or other authorized person(s) the County may designate during the prescribed period.

21. Kayak/Paddle Boarding Safety Regulations

The concessionaire agrees that all kayaking & paddle boarding shall be taught, conducted, and done in accordance with all applicable regulations and in compliance with all applicable regulations and recommendations to the basic safety regulations.

22. Patron Safety

As part of the contract proposal package the offeror will provide the County of Onslow with a written patron safety orientation plan that will be covered with each rental patron. **This will be considered during evaluation of proposals.** At a minimum, the program must include the following:

A. Safety Information Provided to the Patron

1. Risks associated with kayaking in the maritime environment.
2. Practical ways to manage the aforementioned risks.
3. Safety features of the craft being used.
4. Safety features of associated paddling equipment.
5. Personal flotation device orientation with all patrons with mandatory requirement that all patrons wear personal flotation devices for the duration of their rental.
6. Water & environmental hazards such as access & egress points, the effects that weather has on the paddling conditions to include: sun exposure, hypothermia, exposure to wind & cold water.
7. The use of signals that are clear and understood by all members of a group.
8. The ability to deal with emergencies and how to summon outside help.
9. The ability to demonstrate safe lifting and carrying techniques of kayaks and/or paddle Boards.
10. Safety briefing to include skill related boundaries, and what to do in an emergency.
11. Cell phone use for emergency help w/ a prioritized emergency contact list.

- a. Concessionaire phone numbers
 - b. Nearest USCG phone number
 - c. Parks and Recreation Department phone numbers
12. Communication (i.e. how do I stay in contact with the group)
- a. Line of sight of each other.
 - b. Avoidance: Where are the hazards and how can they be avoided.
 - c. Position of most usefulness: During group paddles, where does the leader need to be in order to be of most assistance?
13. A detailed response plan on how emergency situations or overdue patrons will be addressed.
14. A sample "Release of Liability" form.

B. Complete list of all equipment the concessionaire will provide the patron

- 1. Type & brand of kayaks/paddle boards to be rented, types of personal flotation devices to be used, paddles and other standard rental equipment that is to be provided to each patron.

C. Description of how the client will be oriented to the functions and safe operations of the equipment rented to patrons:

Equipment

Kayak/Paddle Board: types, parts, materials

Paddles: types, parts, hand positions, sizing

PFD's: types, appropriate sizing, proper fitting/secured properly, mandatory wear

Getting Started

Kayak and/or Paddle Board Carries

Launching

Trim (adjustment of kayak to fit individual paddler)

Positions of paddle and posture

Basic Maneuvers (to enhance visitor experience and safety)

Forward: Hull moves forward in a straight line.

Forward Stopping: boat stops within a reasonable distance.

Spin: (onside & offside) Hull pivots from standstill.

Turn: Hull turns while underway

D. A map of the area showing the suggested paddle trails and surrounding area.

The concessionaire will adhere to the program as approved by the County's Parks and Recreation Director for all rentals under this contract.

- E. All accidents, injuries, overdue kayakers or known violations of applicable laws shall be reported to the County's Parks and Recreation Director as soon as possible.

- F. Upon the termination of this contract, or end of the rental season all used areas will be returned to a natural condition and the concessionaire must remove all property from the area.

23.0 Instructors

The concessionaire shall provide a minimum of one staff member who has been trained in kayaking/paddle boarding. The concessionaire must also provide proof that at least one instructor has taken and successfully completed a basic first aid course that includes CPR. A copy of all certifications or certificates must be made available to the County's Parks and Recreation Director before beginning kayak rental services at the beach access site.

- A) An employee or employees who are currently certified in the skills listed above shall be on duty at the beach access site during all scheduled hours of operation.
- B) All certified instructors shall have a copy of their certifications on file and shall wear a name tag or other approved identifiers during operational hours.
- C) The concessionaire shall provide the County's Parks and Recreation Director with an updated list of all staff members and their training status on an annual basis at the beginning of the season or as needed when additional staff are hired. This shall be due prior to the start of each season if the contract is extended, or as changes are made to the list, whichever comes first.

24.0 Representation

The concessionaire represents to the County that he/she; his/her agents and contractors are qualified and competent to maintain all equipment and apparatus used in the sport of kayaking and paddle boarding. The concessionaire further represents that in the normal course of business he/she regularly inspects and performs maintenance upon such equipment to ensure it is safe and in proper working condition prior to releasing said equipment to a customer for the purposes of kayaking or paddle boarding on or about the premises.

The concessionaire shall have no authority to employ any person as agent or employee for or on behalf of the County for any purpose, and neither the concessionaire nor any other person performing any duties or engaging in any work at the request of the concessionaire shall be deemed to be an employee of the County.

25.0 Kayak/Paddle Board Rental Hours of Operation

All classes, rentals and concessions are to cease one hour prior to park closing.
Allowable hours of operation of the Kayak/Paddle Board concession can be:

Allowable Concession Operational Hours:

- 8 a.m. – 7 p.m. May (Saturday & Sunday)
- 8 a.m. – 7 p.m. September & October (Saturday & Sunday)
- 8 a.m. – 7 p.m. Memorial Day through Labor Day (Five days-a-week / Wed. - Sun.)

For your information, the current beach access operational hours are

- 8 am – 8pm May-October
- 8 am – 5 pm November - April

- A) The Contractor should cease operations one hour before the stated closing time. All kayak/paddle board equipment and materials must be returned to the staging/storage area no later than one hour prior to the closing hours of the park.
- B) If for some reason County staff or the concessionaire feel a suspension in kayak/paddle board activities is necessitated; rentals will be prohibited until the suspension is lifted by one or both parties. (i.e. suspension during periods of extreme inclement weather, or park closures due to weather related events.)
- C) The concessionaire must provide at least one staff person to remain in the rental area at all times when the concession is open in order to answer questions visitors may have regarding kayak rentals.
- D) Any closing of the concession booth/tent must be coordinated with the County Park and Recreation Director.

26.0 Stock

The concessionaire is authorized to have available at the approved concession site up to 22 kayaks and paddle boards on two racks for rent. Based on the demand for rentals and available space the County Park and Recreation Director shall have the option to confer with the concessionaire and approve an increase in the number vessels stored on site.

A) The County Park and Recreation Director may specify the number of kayaks and paddle boards authorized for rent and the number of kayaks and paddle boards that may be stored (unrented) within the area.

B) Except for kayaks/paddle boards, paddles and other associated safety equipment; other materials, supplies, or equipment of any other type will not be cached or stored within the area without prior written approval from the County Park and Recreation Director.

C) Equipment shall be kept and maintained in a safe and seaworthy condition.

D) The concessionaire is authorized to have motorized access to the site parking lot. Vehicles or trailers shall not be parked unattended; and shall be moved out of the corridor as soon as equipment is dropped off or picked up. As a general practice, the concessionaire will access and transport equipment from the rental storage site to the kayak/paddle board launch area by foot or non-motorized conveyance.

27.0 Fees/Rates/Prices

All rates and prices charged by the Contractor for the services furnished or sold to the public should be reasonably comparable to rates and charges for similar services in this and other regions of the United States. Such rates and charges shall be subject to the approval of the County.

28.0 Reservations & Payments

Methods and/or procedures for reservations and payments for kayak/paddle Board rentals are at the discretion of the vendor; however, records of all reservations, cancellations, payments and refunds must be accessible on-site to the County personnel.

29.0 Refund Policy

The refund policy pertaining to the cancellation of a booked rental must be included in the response to this RFP. Customer refund policy should contain documented customer signed sales slips indicating receipt of a refund.

30.0 Rules & Policies

Any activities which are outside the specifications described in this RFP shall be in violation of the RFP unless permission has been granted in writing by the County.

The concessionaire, by submitting an offer, agrees to comply strictly with all beach access rules and policies and all other applicable county, and state laws pertaining to the operation of this concession.

31.0 Proposal Submittal Format

Offeror's shall provide the following information in this order with their submittal.

- Section 1 - Company Information
- Section 2 - Project Organization: Proposed staffing to be assigned to provide these services
- Section 3 - Background Experience.
- Section 4 - Written patron safety orientation plan
- Section 5 - Cost proposal
- Section 6 - References
- Section 7 - Exception to the Proposal (if none, write "no exceptions" on the form.
- Section 8 - Release of Liability Form.

PROPOSER'S CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and the requirements for concession services, and hereby propose to furnish all equipment, management, oversight, and labor to provide kayak/paddle board concession services at public beach access # 2 located at 2950 Islands Drive, North Topsail Beach for a lump sum fee of \$_____ for the operating seasonal months for calendar year 2026 which begins May and ends in October.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing and able to perform the services if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of the County of Onslow or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the County reserves the right to reject any or all proposals.

Name of Firm

Federal Tax ID: _____

Authorized Signature

Phone: _____

Printed or Typed Name and Title

Fax: _____

Email: _____

Mailing Address

Date: _____

City/State/Zip Code

(SEAL, if Corporation)

CUSTOMER REFERENCES

Please provide three (3) references in which your company has provided these services **within North Carolina**.

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

SERVICE CONTRACT

**NORTH CAROLINA
ONslow COUNTY**

SAMPLE – DO NOT FILL IN

THIS CONTRACT is made, and entered into this the ___ day of _____, 2026, by and between the **COUNTY of ONslow**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), and _____, a company 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 COUNTY.** The County shall receive from Contractor a lump sum amount of _____ Dollars and No Cents for use of beach access to provide kayak/paddle board lessons and concession services. Payment will be made in two equal payments with the first payment being due no later than May 1, 2026 and the second payment being due July 1, 2026.
- 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: _____

ONSTLOW COUNTY

By: _____

“ATTACHMENT 1” to follow