

ONslow COUNTY
PURCHASING & CONTRACTING DEPARTMENT
234 NW Corridor Blvd., Jacksonville, North Carolina 28540
Phone (910) 455-1750 Fax (910) 455-3024

INVITATION FOR BID
Cab and Chassis with Dump Body

Issue Date: August 4, 2023

BID NO: 102-23H

SEALED BIDS DUE BY 2:00:00 PM, EST, August 18, 2023

INQUIRIES: Must be submitted in writing to: Christina Russell, Purchasing Division Head
Deadline for written inquiries: August 11, 2023 by 12:00 noon
Email Address: Christina_Russell@onslowcountync.gov

NOTICE TO OFFEROR

Sealed bids, subject to the conditions made a part hereof, will be received by the County of Onslow until **2:00:00 PM, August 18, 2023** in the Purchasing Department, 234 NW Corridor Blvd., Jacksonville, North Carolina 28540 for the purchase and delivery of one (1) Cab and Chassis with Dump Body to be used by the Onslow County Parks and Recreation Department. The product shall meet the requirements contained in the attached specifications. Sealed bids will be publicly opened and read aloud at 2:00 PM on May 26, 2023. Only sealed bids will be accepted. Refer to "Submittal Instructions" for bids, Item 8 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine or electronic means, such as email, in response to this Invitation for Bid will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

OFFEROR (Company Name)

FEDERAL ID OR SOCIAL SECURITY NO:

ADDRESS:

CITY STATE ZIP

(_____)_____
TELEPHONE NUMBER:

(_____)_____
FAX NUMBER

AUTHORIZED SIGNATURE:

DATE

TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:

Email address: _____

INSTRUCTIONS FOR BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:** All bids are subject to the provisions of the Instructions to Bidders, general terms and conditions and other conditions specific to this Invitation for Bid.

The County of Onslow objects to and will not evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**

By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **DEFINITIONS:** **Offeror** – Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bid.
4. **EXECUTION:** Failure to sign under EXECUTION section will render quote invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TABULATIONS:** All Offerors will be provided a bid tabulation.
7. **TIME FOR CONSIDERATION:** The offer shall be valid for 60 days from the date quotes are due. If Offeror cannot validate bid for 60 days, preference may be given to bids allowing 60 days for consideration and acceptance.
8. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
9. **SUBMITTAL INSTRUCTIONS:** Mail one (1) fully executed **sealed** bid. Address envelope and insert Bid Number on outside of the envelope. If mailing a response, mail one fully executed bid document to the address shown below. **It is the responsibility of the offeror to have the sealed bid in the Purchasing Division Head's office by the specified time and date due. Late bids will not be considered.**

Onslow County Purchasing Department
Attn: Christina Russell
234 NW Corridor Blvd.
Jacksonville, NC 28540

Bid No. 102-23H
Title: Cab and Chassis with Dump Body

10. **SPECIFICATIONS:** Any deviation from the specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible, therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

- 11. INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this Invitation for Bid, each offeror shall submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Bid submittals which do not comply with the specifications will be subject to rejection.
- 12. CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed in writing before the deadline as described on page one of this document. Any and all revisions to this document shall be made only by written addendum from the Purchasing Department of Onslow County. The offeror is cautioned that the requirements of this Invitation to Bid can be altered only by written addendum and that verbal communications from whatever source are of no effect. It is the responsibility of the offeror to ensure that all addenda have been received prior to submitting a bid.
- 13. ACCEPTANCE AND REJECTION:** Onslow County reserves the right to reject any and all bids, to waive any informalities in bids and, unless otherwise specified by the offeror, to accept any item in the quote. If a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 14. REFERENCES:** Onslow County reserves the right to request a list of users of the exact item offered. Onslow County may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
- 15. HISTORICALLY UNDERUTILIZED BUSINESSES:** Onslow County invites and encourages participation in this procurement process by businesses owned by minorities, women, and by disabled business enterprises.
- 16. TAXES:** The County is exempt from federal taxes, such as excise and transportation. However, the county does pay sales tax; however, sales tax should not be included in bid price on Bid Form.
- 17. AWARD OF CONTRACT:** A contract will be awarded to the lowest responsible, responsive bidder, taking into consideration quality, suitability of the articles for the intended use; conformance to the specifications, time for delivery, the general reputation and performance capabilities of the offeror, and other such factors deemed by the county to be pertinent or peculiar to the purchase in question. Onslow County reserves the right to accept or reject any and all bids.
- 18. CONFIDENTIAL INFORMATION:** As provided by statute and rule, the County of Onslow will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
- 19. CONFIDENTIALITY OF BIDS:** In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the County's purchaser contacts the bidder(s) for purposes of seeking clarification. A bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other bidder's bid and/or prices at any time during the procurement process; and/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 IFB. Bidders not in compliance with this provision may be disqualified, at the option of the County, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
- 20. TRANSPORTATION CHARGES:** FOB Destination. Shipping and handling charges must be included in the price of stated on the bid form and not listed as a separate item.

- 21. PROTEST PROCEDURES:** Any party which is a prospective bidder or offeror may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Invitation for Bid.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of County transmitting the announcement of intent to award.

The protest must be addressed to the office of the Onslow County Purchasing Division Head and must include all the following information: 1) name, address, telephone number, facsimile number and e-mail of the protester; 2) signature of the protester or authorized agent; 3) the bid name and bid number; 4) a detailed statement of the legal and factual grounds of protest including copies of relevant documents; 5) any supporting exhibits, evidence, or documents to substantiate any claims; 6) all information establishing that the protester is an interested party for the purpose of filing a protest; and 7) the form of relief requested.

After careful consideration of all relevant information, and consultation with the County Attorney, the Purchasing Division Head shall make a written decision. A decision of the Purchasing Division Head may be appealed to the Finance Officer. This appeal must be in writing and be delivered to the office of the Finance Officer within seven (7) calendar days of the date of the Purchasing Division Head faxed or emailed the decision.

The Finance Officer will then have seven (7) calendar days to render a decision. This decision may be appealed to the County Manager within seven (7) calendar days of the date of the Finance Officer faxed or emailed decision. The County Manager will then have seven (7) days to render a final decision. Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

- 22. E-VERIFY.** As a condition of payment for services rendered under this agreement, Offeror shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Offeror provides the services to the County utilizing a subcontractor, Offeror shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Offeror shall verify, by affidavit, compliance of the terms of this section upon request by the County.

- 23. MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa

- 24. ALL MATERIALS SHOULD BE NEW AND CURRENT UNLESS OTHERWISE STATED.**

- 25. EXCEPTIONS TO THE BID:** Exceptions to any specification or requirement contained herein must be clearly stated on the "Exceptions to the bid" form. The Exception to the bid form is provided herein.

**SPECIFICATIONS
FOR
CAB AND CHASSIS WITH STEEL DUMP BODY**

PART I

GENERAL INFORMATION

1. The equipment furnished under these specifications shall be a new 2022-2024 year model as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under this specification shall be new.
2. Bidder should submit with the bid, the latest printed literature, and detailed specifications on equipment the bidder proposes to furnish. This literature is for informational purposes only.
3. The unit shall be completely assembled and adjusted, and all equipment including standard and supplemental equipment shall be installed and the unit made ready for continuous operation.
4. All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
5. The unit provided shall meet or exceed all Federal and State of North Carolina safety, health, lighting and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.
6. The equipment shall be FOB to the Onslow County Vehicle Maintenance Facility located at 411 Meadowview Road, Jacksonville, NC 28540 for acceptance inspection.
7. The equipment shall be titled to Onslow County, 234 NW Corridor Blvd, Jacksonville, NC 28540.
8. The vendor shall furnish Manufacturer's Statement of Origin (MSO) for each unit. MSO shall be executed in the name of Onslow County and hand delivered or mailed to: Onslow County Purchasing, 234 NW Corridor Blvd, Jacksonville, NC 28540. Onslow County will not accept a unit and process payment until acceptance check has been performed and the MSO received.

PART II

SPECIFICATIONS

1. **SCOPE:** It is the intent of this specification to describe a vehicle chassis to be equipped with a five (5) to seven (7) cubic yard dump body with a three (3) man cab. The chassis including all necessary equipment shall be furnished and delivered new, complete, and ready for use. All parts not specifically mentioned but which are necessary for the complete unit shall be supplied and installed by the vendor even though such work or material are not specifically outlined and shall conform in strength, quality of material and workmanship to the best practice known to the automobile industry.
2. **GROSS VEHICLE WEIGHT RATING (GVWR):** GVWR shall be a minimum of 30,000 pounds.
3. **CHASSIS:** Chassis, components, and accessories (including after-market/non-OEM upfits) shall comply with The Maintenance Council (TMC) recommended practices.
 - a. The effective cab-to-axle dimension shall be in accordance with the manufacturer's specifications for the equipment offered.
 - b. Frame shall be in accordance with the manufacturer's specifications for the equipment offered with frame reinforcement.
4. **TRUCK:** The truck shall be equipped to include, but not limited to, the following:
 - a. F75N Regular Cab Dock Hgt
 - b. 200" Wheelbase
 - c. 2022-2024 Model Year
 - d. Single, 21K Cap Open
 - e. Fuel Tank – 50 Gallons
 - f. Exterior Color Preferred: Oxford White
 - g. Directional signals with flasher
 - h. Clearance lights and reflectors which meet the Department of Public Safety requirements.
 - i. Front fenders
 - j. Front bumper
 - k. Conventional cab
 - l. Tire size shall be 11R x 22.5
 - m. FT WH 22.5X8.25 10H PWD CT DS
RR WH 22.5X8.25 10H PT STL DS
 - n. Front Stabilizer bar
 - o. Trailer Connector Socket
 - p. License plate bracket with illuminating light on rear bracket.
 - q. Sealed beam or halogen headlights.
 - r. Front tow hooks
 - s. Radiator protector/stone guard shall be provided, or integral with, the front grille.
5. **STEERING:** Truck shall be equipped with power steering of type normally recommended by manufacturer.

6. **CAB:** The truck shall have one cab constructed with two (2) doors, entry for three (3) men capacity of steel, aluminum or fiberglass with a hood and fender unit of conventional design. Unit shall be equipped with a grille. Truck shall also be equipped with, but not limited to the following:
- a. Cab grab handles
 - b. Tachometer
 - c. Speedometer
 - d. Ammeter or voltmeter
 - e. Oil pressure gauge
 - f. Engine coolant temperature gauge
 - g. Fuel gauge
 - h. Air or electric powered windshield wipers with washers for both sides
 - i. Dual sun visors
 - j. Heater and defroster
 - k. Air conditioner, factory installed
 - l. Jump Start Stud
 - m. Front Suspension (12,000 capacity)
 - n. Rear Shock absorbers
 - o. Backup Alarm, Electric
 - p. AM-FM radio with Clock, chassis factory installed standard brand. Antenna, which may be an integral part of the windshield, shall be furnished and mounted.
 - q. Steps shall be provided on each side of cab.
 - r. Driver seat with dual occupant passenger seat
7. **DRIVE LINE COMPONENTS:** Engine, transmission, and single axle, drive rear axle shall be as follows:
- a. Engine: 6.7L Power Stroke Diesel, 7.3L Gasoline engine or equivalent
 - b. Transmission: Automatic Transmission
8. **DRIVE LINE AND ENGINE ACCESSORIES:** All accessories necessary for operation shall be provided, to include but not be limited to, the following:
- a. Power take-off (PTO) compatible with dump bed. Pump shall be PTO driven and serviceable.
9. **DIFFERENTIAL:** The differential shall meet all manufacturer's specifications.
10. **FRONT AND REAR AXLE:** Front and rear axle shall be within manufacturer's specifications for GVWR.
11. **BRAKES:** Antilock brake system per manufacturer's specifications.
12. **FUEL TANKS:** Vehicle shall be equipped with one (1) fuel tank to meet manufacturer's specifications having a total capacity of at least 50 gallons.

13. **MANUALS:** Shall include an owner's instruction manual for the dump body.
14. **PARTS AND SERVICE:** The manufacturer of the equipment furnished shall have an authorized dealer within the state of North Carolina. The authorized dealer shall have factory-trained personnel available for warranty repairs and the performance of service.
15. **MANUFACTURER'S STATEMENT OF ORIGIN (MSO):** Vendor shall furnish MSO for each unit. MSO shall be executed in the name of Onslow County 234 NW Corridor Blvd, Jacksonville, NC 28540. The County of Onslow will not accept a unit and process payment without the MSO.
16. **WARRANTY:** The unit of equipment shall be warranted against defects in material and workmanship for a minimum of thirty-six (36) months or 36,000 miles. If the manufacturer's standard warranty exceeds twelve (12) months, then the standard warranty period shall be in effect. A copy of the manufacturer's standard warranty shall be submitted with the bid proposal.
17. **DATA SHEET:** The attached data sheets should be completed and submitted in duplicate for informational purposes only.

PART III

SPECIFICATIONS FOR DUMP BODY

1. **SCOPE:** This specification describes a dump body for use by the County of Onslow mounted on the cab and chassis as described in Part II of this Invitation to Bid. The vendor shall supply and mount the body in accordance with the manufacturer's specifications.

The body shall be designed and built with quality materials and workmanship and to meet practically every tandem application for strength and long dependable service.

GENERAL: The body shall be designed to meet the minimum requirements:

- a. Capacity: 5-7 Cubic Yards
 - b. 24-inch Side Walls or Industry Standard
 - c. Width (in accordance with manufacturer's specifications)
 - d. Materials: Shall be a steel body with the floor steel plate one piece. The body shall be standard reinforced cross-members and long members.
 - 16' Flatbed
 - e. 50" Headboard with Window
 - f. 2 Piece Barn Door
 - g. GS6620 P22-8C Scissor Hoist (Twin Cylinder) or compatible system
 - h. 20,000 lb. Pintle Hitch (Mounted on plate with D-Rings)
 - i. Electric Brake Controller
 - j. 7 Pin Receptacle
 - k. Toolbox, Underbody, Mount on Street Side
2. **TARP SYSTEM:** The vendor shall provide an Electric Tarp System with Aluminum Arms and Mesh Cover.
 3. **WARRANTY:** The unit of equipment shall be warranted against defects in material and workmanship for a minimum of twelve (12) months. If the manufacturer's standard warranty exceeds twelve months, then the standard warranty period shall be in effect.

PART IV

ACCEPTANCE

1. **ACCEPTANCE INSPECTION:** All equipment ordered under this specification will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than three (3) working days, weather permitting. The vendor will be notified within this time frame of any unit not delivered in full compliance with the purchase order specifications. If any units are canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
2. **PAYMENT:** Payment will be made within Net thirty (30) days after the acceptance inspection has been completed and Onslow County determines that the equipment delivered meets specifications or the day on which a correct invoice is received, whichever is later.

3. **WORKING DAY:** A working day is defined as a calendar day, not including Saturdays, Sundays, or regularly observed state and federal holidays.

PART V

DELIVERY REQUIREMENTS

1. Unit(s) shall be delivered completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the unit(s) made ready for continuous operation. On-site (F.O.B. point) dealer preparation or other type work will not be permitted. Unit(s) with fluid levels (coolant, engine oil, transmission oil, axle grease, brake fluid, etc.) in need of service will not be accepted. Unit(s) shall be in compliance with North Carolina Laws and have a state inspection by a licensed inspection station.
2. Provisions shall be made by the vendor to prevent any undue delay or imposition upon County personnel at time of delivery.

**Onslow County
Bid Form – Page 1 of 3**

To Whom It May Concern:

I have carefully examined the Invitation for Bid No. 101-23H, the specifications, and all other documents accompanying or making a part of this Invitation for Bid. I hereby propose to furnish the materials/goods as specified in the Invitation for Bid. I agree that my bid will remain firm a period of 60 days. **Bids must be submitted on these forms.**

Do you accept Credit Card as a type of Payment: Yes _____ No _____

If yes, is there a credit card processing fee? Yes _____ No _____

Fee is _____% of Bid price

Fee in Dollar amount: \$_____

Sales tax shall not be included on bid form.

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Price</u>
1	Cab and Chassis with Dump Body as per specifications, Bid No. 102-23H	1	\$_____
			Shipping \$_____
TOTAL COST			\$_____

YEAR: _____ **MAKE:** _____ **MODEL:** _____

ESTIMATED DELIVERY: _____ after receipt of order

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its act and deed and that the company is ready, willing, and able to provide the commodities if awarded the contract.

Name of Company

Phone: _____

Authorized Signature

Fax: _____

Type or Printed Name

Email: _____

Mailing address

City/State/Zip

BIDS ARE SUBJECT TO REJECTION UNLESS SUBMITTED ON THE FORM ATTACHED

Bid Form – Page 2 of 3
DATA SHEET

Bidders should insert the requested information and return one copy with bid for informational purposes only.

CHASSIS INFORMATION

Chassis (Year / Make / Model): _____

Wheelbase: _____ Cab-to-Axle: _____

GVWR: _____ Front GVWR: _____ Rear GVWR: _____

Axle Capacity (Front): _____ Axle Capacity (Rear): _____

Transmission (Make / Model): _____

Rear Axle (Make / Model): _____ Rear Axle Ratio: _____

Tires (Make/Model/Size/Ply Rating): _____

Fuel Tank Capacity: _____ Alternator Amps: _____

Battery(ies): _____ Total CCA's: _____

Engine (Make/Model/CID/No. of Cylinders): _____

SAE Gross HP & Net HP at _____ RPM: _____

SAE Gross Torque & Net Torque at _____ RPM: _____

PTO (Make/Model): _____

Pump (Make/Model/GPM Capacity/ % of RPM): _____

Model: _____

Automatic Transmission (Make/Model): _____

Automatic Transmission Oil Cooler Type (Make/Model): _____

Warranty: YES _____ NO _____ If yes, how long? _____

Name and address of firm nearest the F.O.B. point that will provide warranty service and repair parts:

Person to Contact: _____

Firm Name: _____

Address: _____

Telephone Number: () _____

Fax Number: () _____

E-Mail address: _____

BIDS ARE SUBJECT TO REJECTION UNLESS SUBMITTED ON THE FORM ATTACHED

Bid Form – Page 3 of 3

If servicing dealer furnishes parts for minor repairs by Onslow County personnel, will this affect the warranty?
_____ If yes, please attach explanation.

DUMP BODY INFORMATION

Dump Body Manufacturer: _____

Model No.: _____

Dimensions: Length _____ Width: _____ Height: _____

Capacity: _____ cubic yards

Manufacturer Tank _____ Model No. _____

Manufacturer Cylinder _____ Model No. _____

Floor One Piece Steel _____ Gauge _____

Dump Body Steel Gauge _____

Barn Door Tailgate _____

Towing Package _____

Meets all State and Federal Requirements for on-highway operation YES _____ NO _____

Electrical Tarp System with Aluminum Arms and Mesh Cover _____

Warranty: YES _____ NO _____ If yes, how long? _____

BIDDER INFORMATION

Name of Firm: _____

Bidders Address: _____

Bidder's Phone Number: () _____ Bidder's Fax Number: () _____

Print Bidder's Name: _____

Bidder's Authorized Signature: _____

Title: _____

BIDS ARE SUBJECT TO REJECTION UNLESS SUBMITTED ON THE FORM ATTACHED

EXCEPTIONS TO THE BID

Please list here all exceptions to **Cab and Chassis with Dump Body, Bid No. 102-23H**, specifications contained in the Invitation for Bidders (IFB). Failure to do so may result in disqualification of the bid. Any IFB clauses to which the Offeror does not take exception will assume to be agreed upon by the Offeror. For any exception, please reference with the appropriate section or item number.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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. Contractor 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. Contractor 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. Contractor 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. Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Onslow County.
5. Contractor 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 _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

ONslow COUNTY
PURCHASING & CONTRACTING DEPARTMENT
234 NW Corridor Blvd., Jacksonville, North Carolina 28540
Phone (910) 455-1750 Fax (910) 455-3024

GENERAL CONTRACT TERMS AND CONDITIONS

1. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the Offeror to notify in writing Onslow County at once, indicating the specific regulation which required such alterations. Onslow County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
2. **AVAILABILITY OF FUNDS:** Any and all payments to the Offeror are dependent upon and subject to the availability of funds to the County for the purposes set forth in this agreement.
3. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
4. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
5. **GOVERNING LAW:** This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment may be made by procurement card, and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
7. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.
8. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
9. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate county/state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;

The Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
10. **PATENT:** The Offeror shall hold and save Onslow County, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
11. **INDEPENDENT CONTRACTOR:** The Offeror shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Offeror represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the County.

12. **SUBCONTRACTING**: Work proposed to be performed under this contract by the Offeror or its employees shall not be subcontracted without prior written approval of the County's Purchasing Division Head. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
13. **PERFORMANCE AND DEFAULT**: If, through any cause, the Offeror shall fail to fulfill in timely and proper manner the obligations under this agreement, the County shall thereupon have the right to terminate this contract by giving written notice to the Offeror and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Offeror shall, at the option of the County, become its property, and the Offeror shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Offeror shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this agreement, and the County may withhold any payment due the Offeror for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined.

In case of default by the Offeror, Onslow County may procure the services from other sources and hold the Offeror responsible for any excess cost occasioned thereby.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Offeror, the County may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

14. **CARE OF PROPERTY**: The Offeror agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased by it for this contract and will reimburse Onslow County for loss of damage of such property.
15. **COMPLIANCE WITH LAWS**: The Offeror shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **ADVERTISING**: Offeror agrees not to use the existence of this contract or the name of Onslow County as a part of any commercial advertising without prior approval of Onslow County.
17. **INSURANCE**: During the term of the Contract, the Offeror at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Offeror shall provide and maintain the following coverage and limits.
- a. **Worker's Compensation** – The Offeror shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Offeror's employees who are engaged in any work under the contract. If any work is sublet, the Offeror shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - b. **Commercial General Liability** – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).
 - c. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

18. **REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the Offeror and is of the essence of this contract. 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 Offeror shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of 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 Offeror shall not be interpreted as limiting the Offeror's liability and obligations under the contract.
19. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.
20. **IRAN DIVESTMENT ACT.** Offeror 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.
21. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or offeror 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.
22. **GOOD STANDING WITH COUNTY.** Offeror certifies that it is not delinquent on any taxes, fees, or other debt owed by Offeror to County. Offeror covenants and agrees to remain current on any taxes, fees, or other debt owed by Offeror to County during the Term of this Contract.
23. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Invitation for Bid, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.**
24. **WARRANTY:** The Warranty shall be for one (1) year after final acceptance unless other specified.
25. **CODES AND STANDARDS:** All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the Invitation for Bid.
26. **DRUG-FREE WORKPLACE:** The Offeror agrees to make a good faith effort to establish and maintain a drug-free workplace in connection with the performance of this contract.
27. **GENERAL INDEMNITY:** The contractor shall hold and save the County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the County has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of contractor goods to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.