

REQUEST FOR PROPOSAL



Proposal No. 004-24

Decedent Transport Services

Date of Issue: April 5, 2024
Proposals Due: April 19, 2024
Time: 2:00 pm

Issued For:



Onslow County EMS
1180 Commons Drive N
Jacksonville, NC 28546

Issued By:
Onslow County Purchasing Department
234 NW Corridor Blvd.
Jacksonville, NC 28540
(910) 455-1750

KEY INFORMATION SUMMARY SHEET

*Request for Proposals
Decedent Transport Services
RFP # 004-24*

RFP Issue Date: April 5, 2024
Mailing address to submit proposals: Onslow County Purchasing Department
Attn: Christina Russell, Purchasing Division Head
234 NW Corridor Blvd.
Jacksonville, NC 28540

Deadline for Written Questions: 12:00 noon April 11, 2024
Questions must be emailed before time specified.

Proposal Due Date: April 19, 2024, 2:00 PM, EST

Onslow County, North Carolina
Request for Proposals
DECEDENT TRANSPORT SERVICES

Section A: PURPOSE

The County of Onslow, also referred to as the “County”, through the Onslow County Emergency Medical Services (EMS), is soliciting sealed proposals to establish a contract through competitive negotiations to acquire the services of a Contractor, hereinafter referred to as the “Contractor” that can provide transport of decedents to Onslow Memorial Hospital Pathology upon authorization by a law enforcement officer.

Section B: OBJECTIVES

The County of Onslow has utilized Onslow County Emergency Medical Services to transport decedents utilizing on-duty 911 ambulances. The County desires to contract with a Contractor for a one-year period, and under the terms and conditions included within this proposal and the contract, to provide decedent recovery and transportation services.

Section C: PROCUREMENT PROCESS

C1. Invitation

The County of Onslow will accept sealed proposals for **Decedent Transport Services, Proposal No. 004-24** at the Office of the Onslow County Purchasing Department, 234 NW Corridor Blvd., Jacksonville, NC 28540 until **2:00 PM, EST, April 19, 2024**. Only sealed proposals will be accepted. No proposal will be accepted after the official time and date. Copies of the Request for Proposal (RFP) may be obtained by contacting the Onslow County Purchasing Department, phone (910) 455-1750, during regular business hours. The County encourages participation by small, minority, and woman-owned businesses. The County of Onslow reserves the right to reject any and/or all proposals.

C2. Additional Information & Inquiries

This Request for Proposal (RFP) is issued by the Onslow County Purchasing Department on behalf of the Onslow County Emergency Medical Services (EMS). Any inquires, clarifications, or interpretations regarding the RFP should be directed, **in writing**, to Onslow County Purchasing, Christina Russell, 234 NW Corridor Blvd., Jacksonville, NC 28540, email: Christina_Russell@onslowcountync.gov.

The County will accept **written** inquiries regarding this RFP until **April 11, 2024, at 12:00 noon**. Responses to the questions will be issued in the form of an Addendum to all known recipients of the RFP. It is anticipated that the Addendum will be issued on April 10, 2024, or sooner.

It is the responsibility of each Contractor to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation by the deadline for written inquiries. The County’s interpretation of the RFP shall be controlling in all cases. Only written questions will be considered formal. Any information given by telephone will be considered informal.

C3. Tentative Timetables

- | | |
|---------------------------|-------------------------------|
| A. RFP Issued | April 5, 2024 |
| B. Written Questions Due: | April 11, 2024, by 12:00 noon |
| C. Proposals Due: | April 19, 2024, 2:00 PM, EST |

C4. Submission

In order to be considered all responses to the RFP must be submitted in writing no later than **2:00 PM (EST) on April 19, 2024**. No proposal will be accepted after the official time and date. Contractors mailing responses should allow enough 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 Contractor.

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 should be clearly marked **“RFP # 004-24 Decedent Transport Services.”** Contractors must submit one original by the date and time specified.

C5. Proposal Format

In order to evaluate responses efficiently and equitably, responses must be submitted as identified below (Sections 1 – 6). Failure to submit this information may render your proposal non-responsive. Each respondent shall provide the following company information:

Section 1: Company Introduction: At a minimum, this section should include:

- Company name and business address, including telephone, email address, website address.
- The type of company (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- 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.
- List the name, title, and email address for the individual who can answer questions or clarification regarding the Contractor’s proposal.
- Include a representation that states “all information contained in this proposal, or any part thereof, delivered to the County as a response to the RFP, is true, accurate, and complete.”

Section 2: Background and Experience: At a minimum, this section should include:

- Understanding of the RFP, a summary of the services to be taken to perform the service, and the objectives to be accomplished.
- A summary of the Contractor’s demonstrated experience. List contracts with other local governments for the same services, preferably with similar capacity.
- Explain how the organization ensures the personnel performing services are qualified and proficient.
- Any additional pertinent information to strengthen Contractor’s submittal.

Section 3: Project Approach: At a minimum, this section should include:

- Submit a project plan that describes times, tasks, and resources associated with the performance of services as identified in the RFP.
- Describe the communications that the organization will use to keep the County informed about the progress of the program.

Section 4: Key Staff & Resumes

- Include key staff and resumes/position of key staff.
- Describe your company's criteria for recruiting, hiring, and evaluating staff.

Section 5: Cost Proposal & Proposed Subcontractors

- Contractor's proposal should be typed on a separate page and included in its proposal.
- Using the Bid Form provide a fee per transport for services requested by Onslow County for decedent transports. This service is not associated with transport cases assigned to the Office of the Chiefs Medical Examiner. If Contractor can transport more than one (1) decedent at a time using the same vehicle, the proposed fee will only be paid per transport not per decedent.
- The proposal letter shall be signed and dated by an individual authorized to legally bind contracts within the firm.
- If the Contractor intends to subcontract out a portion(s) of the Services, Contractor must provide a list of all proposed subcontractors to include name, location of subcontractor, what services/functions the subcontractor will be responsible for.

Section 6: Forms

- Bid Form
- Exceptions to the Proposal and Service Agreement
- References: (using the attached form)
- Non-Collusion Affidavit
- E-Verify Affidavit

C7. Cost for Proposal Preparation

Any costs incurred by Contractor in preparing or submitting proposals are the Contractors' sole responsibilities; the County will not reimburse any Contractor for any cost incurred.

C8. Elaborate Proposals

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

C9. Qualifications of Contractor Staff

The Contractor shall warrant that all persons assigned by it, to perform this Contract, shall be fully qualified to perform the services herein.

C10. Insurance Requirement for Service – See sample Service Agreement for limits

The awarded Contractor shall provide the Purchasing Division Head an original Certificate of Insurance indicating that the Contractor 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 Division Head at least fifteen (15) days prior to the expiration date. Failure to maintain the proper insurance will be grounds for termination of contract.

The Contractor shall obtain and maintain, during the life of this contract, Worker's Compensation as required by North Carolina law for its employees.

C11. Evaluation of Proposals

Proposals will be evaluated according to completeness, content, and experience with transporting and the ability of the Contractor and its staff. Preference will be given to those proposals that demonstrate an understanding of the resources needed, qualifications, and references.

In addition to meeting mandated specifications, proposals will be evaluated for the ability of a Contractor to provide, in the County's opinion, the best overall solution to meet the County's objectives for the decedent transportation services.

The award of a contract to one Contractor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to be in the best interest of the County.

C12. Time for Acceptance

Each proposal must state that it is a firm offer which may be accepted within a period of 120 days. Although the contract is expected to be awarded prior to that time, the 120-day period is requested to allow for unforeseen delays.

C13. Withdrawal of Proposals

Any proposal may be withdrawn without prejudice prior to the official proposal opening time or any publicized postponement thereof, or in accordance with N.C.G.S. 143-129.1.

C14. Rejection of Proposals

The County of Onslow reserves the right to reject any and or all proposals, with or without cause, when such rejection is in the best interest of the County. The County of Onslow also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on-time contracts of a similar nature, or who is not in a position to comply with the terms and conditions of the project as determined by the County.

C15. Award of Contract

The award of any contract resulting from this proposal will be made to the lowest responsible, responsive firm, taking into consideration quality, performance, and time specified in the proposal for the performance of the contract. The award represents a preliminary determination as to the qualification of

the firm offering the proposal, and that no legally binding acceptance of the offer occurs until the awarding authorizing authority executes the contract.

C16. Notification of Award

The successful firm will be notified within ten (10) working days after the contract award. The County of Onslow will notify the successful firm in **writing**, either by a LETTER TO PROCEED or a PURCHASE ORDER, or both, after all prerequisites and specifications have been met by the proposing firm and the award has been made. **Verbal notification of the award is not considered a liable mode of notification and therefore, will not be recognized as an official notification.**

C18. Terms of Agreement

It is anticipated that this contract will commence at the beginning of July 2024 if not sooner. The Contract period will be for a one (1) year period. A sample Agreement is attached.

C19. Conformity with Specifications

Contractor's response shall be in strict accordance with the County's specifications. All proposals are subject to the terms and conditions outlined within the RFP. Contractors must list any exception to the requirements under this RFP separately on the Exceptions to Proposal/Agreement form within this document.

C20. Responsibility of Compliance with Legal Requirements

The awarded contractor shall pay all taxes, assessments, premiums, and fees, and shall file all reports and returns required by law and arising out of its operations under this agreement. The contractor's service under this agreement shall be performed in conformity with all applicable laws and regulations, federal, state, or local.

The Contractor's service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards.

C21. Advertising

In submitting its proposal, the Contractor agrees not to use the results therefrom as a part of any news release or commercial advertising without prior written approval of the County.

C22. Subcontracting

Contractors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom.

In the event the Contractor desires to subcontract any part of the contracted services to another firm **after award** of the contract, written approval by the County must be obtained prior to such arrangements. Only the subcontractors listed in "**Section 5: Cost Proposal & Proposed Subcontractors**" are to be considered upon award of the contract. The Contractor shall require all subcontractors to comply with all provisions herein. Notwithstanding, the Contractor shall be held liable for compliance with all duties and functions required by the contract, whether performed by the Contractor or one of its subcontractors.

C23. Proprietary Information

Trade secrets or proprietary information submitted by a Contractor, in connection with a procurement transaction shall not be subject to the public disclosure under the Freedom of Information Act. However, the Contractor must invoke the protection of this section prior to or upon submission of the data or other

materials and must identify the data on other materials to be protected and state the reasons why protection is necessary.

Each individual page shall be identified in boldface at the top as "CONFIDENTIAL" in a font size of 14 or larger. Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section along with each individual page within that section. Cost information and any other public information may not be deemed confidential; therefore, it is requested that only the necessary confidential pages be marked.

C24. Participation Encouraged

The County invites and encourages participation by small, minority, women-owned, and disabled businesses including utilization as subcontractors to perform functions under this Request for Proposals.

Section D: OVERVIEW

Onslow County consists of five municipalities and includes Jacksonville with an estimated population of 201,000 residents. As the population of Onslow County has grown, the number of decedent transports have increased. The exact number of annual decedent transports by Onslow County are not available but are estimated to be between 80-200 per year.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Section E: SCOPE OF SERVICES

E1. General: Onslow County, North Carolina is seeking proposals from a qualified firm to provide decedent recovery and transport services of deceased individuals from the death scene to Onslow Memorial Hospital Pathology as authorized by Onslow County law enforcement officers or other designated location as authorized by Onslow County Emergency Services.

E2. Responsibilities:

1. CONTRACTOR will respond to the address of the decedent within 120 minutes, 90% of the time, seven days a week, twenty-four hours a day.
2. When arriving at the address of the decedent, the CONTRACTOR will make contact with law enforcement officers to determine the method for removal with minimal scene contamination.
3. Prior to removal of the decedent, all remains will be properly labeled with identification affixed to the decedent AND the exterior of the cadaver bag. Only approved identification will be utilized.
4. All decedent remains, without exception, will be placed in a new cadaver bag and appropriately sealed for evidence integrity.
5. CONTRACTOR will ensure that all remains are handled with dignity and professionalism. The CONTRACTOR will ensure respect for the decedent, the family, and confidentiality.
6. CONTRACTOR will complete the Onslow County Medical Examiner's transportation form for each transport. This form must be retained in accordance with the North Carolina Department of Natural and Cultural Resources published record retention schedule. The form must be made available upon request by the requesting law enforcement agency and/or Onslow County Emergency Services.
7. CONTRACTOR will complete the Transportation Service Payment Request Form provided by the Office of the Chief Medical Examiner.
8. CONTRACTOR will not solicit the sale of services or goods at the scene of the decedent or steer any member of the decedent's family to any services such as funeral homes, legal services, florists, investigators, crime scene clean up services, etc. This includes but is not limited to any written or oral statements handed out or left on the premises that bear the name and/or contact information of any business.
9. CONTRACTOR will maintain a single number for contact by the Onslow County Emergency Communication Center for request. CONTRACTOR is responsible for communicating their enroute, arrival, transport, and clear times with the Onslow County Emergency Communication Center via radio provided by Onslow County Emergency Services.

E3. Equipment:

1. CONTRACTOR shall maintain or own a minimum of two vehicles in good mechanical condition with routine maintenance and repair completed in a timely fashion to avoid interruption in services provided. Vehicle must meet all legal requirements established by the State of North Carolina Department of Motor Vehicles.
2. Vehicle must be clean and shall be free from biohazards and debris at all times.
3. Vehicle must be without marking of company names, business logo, or any other business advertisement.

4. Vehicle must contain:
 - a. At least one heavy-duty stretcher
 - b. Cadaver bags in variety of sizes
 - c. Biohazard bags and plastic bags in various sizes
 - d. Plastic sheeting and cloth sheets
 - e. Protective clothing for team members. Protective clothing must meet OSHA requirements and CONTRACTOR is required to ensure compliance with requirements by their personnel.
 - f. Any and all other equipment necessary to carry out the duties of decedent transportation.
5. Vehicle must be specifically equipped if CONTRACTOR desires to transport more than one decedent. Decedents cannot be stacked in vehicle unless specifically designed for multiple bodies.
6. CONTRACTOR will need to possess necessary agreements or arrangements for additional personnel if needed due to weight/height of decedent.
7. Any and all equipment must be approved by the Medical Examiner and Onslow County Emergency Services.

E4. Personnel:

1. CONTRACTOR will ensure all personnel are properly attired.
2. All personnel must wear identification badge provided by Onslow County Emergency Services.
3. CONTRACTOR will provide and ensure competency on universal precautions, HIPAA, hazardous materials, Blood Borne Pathogens, and all other topics recommended by the Medical Examiner for all personnel employed.
4. CONTRACTOR will ensure all personnel comply with request for testimony and/or court appearances requested by the Medical Examiners, Law Enforcement, or District Attorney.
5. CONTRACTOR will not share, discuss, communicate or in any other way release any details regarding a crime scene or investigation.
6. CONTRACTOR will be responsible for proper disposal of biohazard waste collected from scene in compliance with OSHA regulations.
7. CONTRACTOR will provide the following to Onslow County Emergency Services for all employed personnel:
 - a. Completed background check
 - b. Current Driver's license
8. CONTRACTOR will maintain a current roster of all employees on file with Onslow County Emergency Services.
9. CONTRACTOR will ensure employees are physically able to perform duties of this agreement which include heavy lifting, operating in all weather conditions and driving distances across all of Onslow County

BID FORM
RFP 004-24 Decedent Transport Services

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 Contractor as its act and deed and that the Contractor is ready, willing, and able to perform if awarded the contract.

I further certify 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 product or 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 Bid Form with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I hereby acknowledge receipt of any Addenda issued by the County. It is the responsibility of the bidder to ensure that all addenda have been received.

Addenda No. _____ dated _____

Addenda No. _____ dated _____

Vehicles

List the vehicles that will be used by the contractor to provide the required services:

Year/Make/Model: _____

Year/Make/Model: _____

Year/Make/Model: _____

Cost per transport (services requested by Onslow County) \$ _____

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

Name of Company

Federal Tax ID: _____

Authorized Signature

Phone: _____

Printed or Typed Name and Title

Fax: _____

Email: _____

Mailing Address

Date: _____

City/State/Zip Code

REFERENCES

INSTRUCTIONS:

List at least three (3) persons or businesses who have knowledge of your ability to provide the required services:

REFERENCE NO. 1

Name: _____
Agency: _____
Title: _____
Address: _____
Telephone: _____
Nature of Association: _____
Email: _____

REFERENCE NO. 2

Name: _____
Agency: _____
Title: _____
Address: _____
Telephone: _____
Nature of Association: _____
Email: _____

REFERENCE NO. 3

Name: _____
Agency: _____
Title: _____
Address: _____
Telephone: _____
Nature of Association: _____
Email: _____

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Onslow

RFP 004-24

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

- 1. He/She is the _____ (title) of _____ (firm'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
- 5. The price quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Signature

Title

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 202__

Notary Public _____

My Commission Expires: _____

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

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)

- a. YES _____, or
- b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 202__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of _____
Signed and sworn to (or affirmed) before me, this the
____ day of _____, 202__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

**The awarded contractor will be required to enter into the contract.
Any exceptions to the terms and conditions of this contract must be listed on the
Exceptions to the Proposal Form.**

SAMPLE SERVICE CONTRACT – DO NOT FILL IN

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the [] day of [] [2024], 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, by either party upon thirty (30) days written notice to the other party. 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.

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: _____

CONTRACTOR:

By: _____

ONslow COUNTY

By: _____

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

 Onslow County Finance Officer