

**NEW HANOVER COUNTY  
REQUEST FOR PROPOSALS  
METAL RECYCLING  
RECYCLING & SOLID WASTE  
RFP # 24-0419**

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**COUNTY COMMISSIONERS**

**BILL RIVENBARK, CHAIR  
LEANN PIERCE, VICE-CHAIR  
JONATHAN BARFIELD, JR.  
DANE SCALISE  
ROB ZAPPLE**

**CHRIS COUDRIET, COUNTY MANAGER**

**NEW HANOVER COUNTY  
REQUEST FOR PROPOSALS  
METAL RECYCLING  
RECYCLING & SOLID WASTE  
RFP # 24-0419**

Proposals will be received by Anne McAllister, Business Officer, for **“RFP# 24-0419 Metal Recycling”** until **3:00 P.M. EST, Monday, June 20, 2024.**

New Hanover County is accepting informal proposals for the collection, removal and processing of white goods and scrap metals from the New Hanover County Landfill and the New Hanover County main recycling facility. Collection shall be performed during normal business hours of the landfill within twenty-four (24) hours of notification except County recognized holidays. All proposals should be sent to the attention of Anne McAllister, Business Officer, at the email address listed below. All proposals should be submitted on the proposal sheet below - see page 11. All proposals must be received by **3:00PM Thursday, June 20, 2024.**

Proposals should be emailed to Anne McAllister at [amcallister@nhcgov.com](mailto:amcallister@nhcgov.com) . Please be sure to include **“RFP-24-0419 METAL RECYCLING”** in the subject line of the email.

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

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

**Released: Thursday, June 6, 2024**

## 2.1 – Schedule

Date	Action
Thursday, June 6, 2024	RFP issued.
Tuesday, June 11, 2024, End of Business Day	Deadline for questions
Thursday, June 13, 2024	Questions will be answered via written addendum.
Thursday, June 20, 2024, @3:00 PM	Deadline for receipt Proposals

## 2.2 – Preparation of Proposal

2.2.1 Vendors are instructed to submit Proposals by email to [amcallister@nhcgov.com](mailto:amcallister@nhcgov.com) . Please be sure to include **“RFP-24-0419 METAL RECYCLING”** in the subject line of the email.

2.2.2 **Completion of Proposal Form (Price Sheet):** Bidders are expected to examine the specifications herein, the schedule and all instructions. Failure to do so will be at the bidder’s risk. Each bidder shall furnish the information required on the price sheet. Bids are to be submitted on the price sheet contained in this bid package. Bidders should submit additional information regarding pricing and complete descriptions on additional sheets if needed. **PROPOSALS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words.

Vendors should initial changes or corrections made in the proposal. No corrections will be permitted once bids have been opened.

2.2.3 Bids received after the time and date for closing will not be considered.

## 2.3 – Bid Opening

There will be no formal bid opening. Vendors are instructed to email their proposal to [amcallister@nhcgov.com](mailto:amcallister@nhcgov.com) by **3:00 PM on Thursday, June 20, 2024**. The subject line should contain **“RFP-24-0419 METAL RECYCLING”**.

## 2.4– Questions

Questions concerning this solicitation should be directed to Anne McAllister, Business Officer at [amcallister@nhcgov.com](mailto:amcallister@nhcgov.com). Questions should be submitted no later than **Tuesday, June 11, 2024, by end of business**. An addendum summarizing all questions and answers will be posted to the County’s website by close of business on **Thursday, June 13, 2024**. Vendors who have notified the County of their intent to submit a proposal along with an email address will be sent the addendum upon posting.

## 2.5 – Communication

Vendors may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County, other than the person listed in this section which is **Anne McAllister, Business Officer**. If any vendor attempts any unauthorized communication, the proposal may be rejected.

## 2.6 – Intent to Submit

Vendors who intend to submit a proposal on this project should send an email to [amcallister@nhcgov.com](mailto:amcallister@nhcgov.com) including pertinent contact information. This will ensure that you receive any addenda issued for this RFP; if applicable.

## 2.7 - Cost of Preparation of Response

Costs incurred by prospective Vendors in the preparation of the response to this Request for Proposals are the responsibility of the Vendor and will not be reimbursed by the County.

## 2.8 – Ownership of Documents

All proposals and accompanying documentation will become the property of New Hanover County at the time the proposals are received and as such will not be returned to the Vendor.

## 2.9- Trade Secret Confidentiality

Upon receipt of your proposal by New Hanover County, your proposal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

## 2.10 - Withdrawal of Proposal

Vendors may withdraw or withdraw and resubmit their proposal at any time prior to the closing time for receipt of Proposals. NO proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of sixty (60) days.

## 2.11- Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Vendor agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Vendor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFB.

#### 2.12- Indemnity

The successful Vendor shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Vendor hereunder, resulting from the negligence of or the willful act or omission of the Bidder, his agents, employees and subcontractors.

#### 2.13 – E-Verify

Pursuant to Session Law 2013-418, Vendor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. The County may require an affidavit attesting to Vendor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

#### 2.14 - Addendum

The RFB package constitutes the entire set of instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, given by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Vendors who notified the Purchasing Supervisor of their intent to submit a proposal and posted on the County's website.

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

#### 2.15 - Compliance with Proposal Requirements

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

#### 2.16 – Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324).

### 2.17 – Award

Award “shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract.”

The evaluation of each proposal package will be based on information provided in the proposal sheet addressing their ability to perform or take exception to all questions detailed on page 11 - "Metal Recycling Proposal Sheet".

The successful Bidder to whom the Contract is awarded by the OWNER shall within ten (10) business days after notice of award deliver to the County all required documents necessary to execute the contract/purchase order. Failure to do so may result in the OWNER exercising its right to negotiate with the next lowest responsive responsible Bidder.

### 2.18 – Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

### 2.19 Successful Vendor

The successful Vendor who is not currently registered as a vendor in the County’s vendor database will be required to register. Please visit the County’s website at [Vendor Self Service \(munisselfservice.com\)](https://munisselfservice.com).

### 2.21– Contract Term

The initial contract period will begin on the date of a fully executed contract through June 30, 2026. The contract may be renewed for three (3) additional one-year periods with the consent of both parties ending June 30, 2029.

## 2.20- Insurance Limits

See Draft Contract for insurance requirements.

## 2.21 - Right to Reject Proposals

New Hanover County reserves the right to accept or reject any or all proposals and to make the award which will be most advantageous to the County.

## 2.22 – Iran Divestment Act Certification

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

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

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

Section 3– Scope of Services

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RFP #24-0419  
PROPOSAL SPECIFICATIONS  
Metal Recycling

Request for Proposals

New Hanover County is accepting informal proposals for the collection, removal and processing of white goods and scrap metals from the New Hanover County Landfill and the New Hanover County main recycling facility. Collection shall be performed during normal business hours of the landfill within twenty-four (24) hours of notification except County recognized holidays. All proposals should be sent to the attention of Anne McAllister, Business Officer, at the email address listed below. All proposals should be submitted on the proposal sheet below - see page 11. All proposals must be received by **3:00PM Thursday, June 20, 2024**.

New Hanover County reserves the right to accept or reject any or all proposals and to accept that proposal which will be in the best interest of the County.

General

Term: Initial contract term shall be through 6/30/2026, with the option to renew for three(3) additional two (2)-year periods at the discretion of the County.

Quantity: Approximately 600 tons of white goods and scrap metal annually. Quantity is an estimate, and may be more or less on an annual basis.

Payment: Payment to New Hanover County shall be made in accordance with the American Metal Market pricing. Proposal shall include formula and pricing index.

Documentation: Payment shall include documentation of weights per load and specific location the container was pulled from (C&D, Convenience Site, White Goods or HHW). Proof of Freon/chlorofluorocarbon (CFC) recovery to the County must be submitted monthly, including volume recovered, type of cfc removed, amounts sold and sales price.

Service Sites:  
New Hanover County Recycling & Household Hazardous Waste (HHW) Facility 3002 U.S.  
Highway 421 North  
Wilmington, NC 28401

New Hanover County Landfill  
5210 U.S.Highway 421 North  
Wilmington, NC 28401



Service:

Contractor shall be required to:

Enter into a contract with New Hanover County for the services proposal.

Place one (1) 30 cy\_ or larger open top roll-off container at the New Hanover County Main Recycling & HHW Facility.

Place one (1) 40 cy or larger open top roll-off containers at the New Hanover County Landfill convenience drop-off site.

Place two (2) 40 cy or larger open top roll-off containers at the New Hanover County Landfill Construction & Demolition (C&D) pad.

Place one (1) 40 cy or larger open top roll-off container at the C&D Material Recovery Facility (MRF) pad.

Provide additional containers upon request.

Service roll-off containers within 24 hours of notification, excluding weekends and County recognized holidays.

Accept both ferrous and non-ferrous metals in the containers.

Remove and recover all Freon from A/C systems, refrigerators and freezers located in the whitegoods area. A technician certified to perform the recovery of refrigerants shall perform this service, with documentation of certification provided to New Hanover County.

Weigh **all** loads before and after loading of goods. Truck scales are located on site. Weight ticket copies must be left with the scale house attendant at both sites.

Weights for each load shall be submitted with payments.

Provide all data required for the Solid Waste Large Government Annual Report on a monthly basis. This information shall include:

- Total tonnage of white goods collected.
- Total tonnage of scrap metals collected.
- Type of CFCs removed.
- Amount of CFCs removed.
- Method of CFC disposal.
- Name of Certified Technician performing CFC removal.
- Copy of technician's certification.
- Amount of CFCs sold and price.
- Amount spent on CFC disposal.

Comply with all environmental laws, rules, and regulations, and shall be certified by the EPA in Freon/CFC recovery. Shall meet all requirements of the 608 Clean Air Act.

Shall provide records that white goods containing Freon/CFC were duly processed in accordance with all environmental laws, rules, and regulations.

Containers: All containers shall be in good working order, with safety chains, latches, hinges, and rails inspected at least quarterly for integrity and serviceability.

Service contact: Landfill Scale House: (910)798-4451 Recycling & Solid Waste  
HHW: (910) 798-4400

Title To Goods: Title to metals shall pass to Contractor at the moment the metal is placed in Contractor's container on County site.

Contract: Contractor is expected to enter into a contract with New Hanover County upon award of proposal. A draft contract is attached for review.

Questions: Please direct any questions to Anne McAllister, Business Officer, in writing to [amcallister@nhcgov.com](mailto:amcallister@nhcgov.com).

NEW HANOVER COUNTY  
Recycling & Solid Waste  
3002 U.S. Highway 421 North  
Wilmington, NC 28401

Anne McAllister, Business Officer

Phone: 910-798-4405  
[amcallister@nhcgov.com](mailto:amcallister@nhcgov.com)

## Section 4– Proposal Sheet

<p align="center"><b>NEW HANOVER COUNTY</b>  <b>REQUEST FOR PROPOSALS</b>  <b>METAL RECYCLING PROPOSAL SHEET</b>  <b>RFP# 24-0419</b></p>	
<b>Proposer Name &amp; Contact Information:</b>	<b>FOR EACH STATEMENT BELOW, PLEASE INDICATE YES OR NO?</b>
Proposer agrees to enter into a contract and provide any necessary insurance.	
Proposer has 5 containers that can be staged at our sites for collection of scrap metal.	
Proposer has additional containers available upon request.	
Proposer can ensure all containers shall be in good working order, with safety chains, latches, hinges, and rails inspected at least quarterly for integrity and serviceability.	
Proposer can service containers within 24 hours of request (excluding weekends and County recognized holidays).	
Proposer shall include with payment documentation of weights per load and specific location the container was pulled from (C&D, Convenience Site, White Goods or HHW). Proof of Freon/chlorofluorocarbon (CFC) recovery to the County must be submitted monthly, including volume recovered, type of cfc removed, amounts sold and sales price.	
Proposer shall accept both ferrous and non-ferrous metals in the containers.	
Proposer shall remove and recover all Freon from A/C systems, refrigerators and freezers located in the whitegoods area. A technician certified to perform the recovery of refrigerants shall perform this service, with documentation of certification provided to New Hanover County.	
Proposer shall weigh <b>all</b> loads before and after loading of goods, using the truck scales located on site (either at the Landfill or Recycling MRF).	
Proposer shall leave weight ticket copies with the scale house attendant at both sites.	
Proposer shall submit weights for each load with payments.	
Proposer shall provide all data required for the Solid Waste Large Government Annual Report on a monthly basis. This information shall include: <ul style="list-style-type: none"> <li>o Total tonnage of white goods collected.</li> <li>o Total tonnage of scrap metals collected.</li> <li>o Type of CFCs removed.</li> <li>o Amount of CFCs removed.</li> <li>o Method of CFC disposal.</li> <li>o Name of Certified Technician performing CFC removal.</li> <li>o Copy of technician's certification.</li> <li>o Amount of CFCs sold and price, and amount spent of CFC disposal</li> </ul>	
Proposer shall comply with all environmental laws, rules, and regulations, and shall be certified by the EPA in Freon/CFC recovery. Shall meet all requirements of the 608 Clean Air Act.	
Proposer shall provide records that white goods containing Freon/CFC were duly processed in accordance with all environmental laws, rules, and regulations.	
Proposer agrees that the title to metals shall pass to Contractor at the moment the metal is placed in Contractor's container on County site.	
Proposed payment in accordance with the American Metal Market Pricing Per Ton:	
<b>SIGNATURE X</b>	

E-VERIFY

**(Submit with your Proposal)**

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

\*\*\*\*\*

I, \_\_\_\_\_ (hereinafter Affiant), being duly authorized by and on behalf of  
\_\_\_\_\_ (hereinafter "Employer") after first being duly sworn hereby  
swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. **(Mark Yes or No)**
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

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)

**(Submit with your Proposal)**

**Minority & Women Business Enterprise (MWBE) Program  
FORM**

**A. Authorized Representative**

I HEREBY AFFIRM THAT:

I am [name] \_\_\_\_\_, [title] \_\_\_\_\_, and the duly authorized representative of [Business Name] \_\_\_\_\_ and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

**B. Affirmation Regarding MWBE Program Acknowledgement and Compliance**

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County's MWBE Program. As such [check one]:

\_\_\_\_\_ The Business is certified as a woman- or minority-owned business by an accepted agency. (Attach proof certification)

\_\_\_\_\_ The Business is a woman- or minority-owned business but has not been certified by an accepted agency. (Attach document of ownership such as articles of incorporation, current business license, K-1 of the most recent business tax return.)

\_\_\_\_\_ The Business is not a woman- or minority-owned business; however, the bidder acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the bidder will institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs.

***(To be submitted with the RFQ)***

RFQ Number: 24-0471

Name of Respondent: \_\_\_\_\_  
\_\_\_\_\_

IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.55 et. seq.

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

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

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Signature

Date

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Printed Name

Title

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*Notes to persons signing this form:*

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

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

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

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

STATE OF NORTH CAROLINA

**AGREEMENT**

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_ by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Contractor."

**WITNESSETH:**

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. Scope of Services. Contractor shall provide all labor, equipment and materials for collection, removal and processing of white goods and scrap metals from the New Hanover County Landfill and the New Hanover County main recycling facility, as more specifically described in Exhibit A, attached hereto, and incorporated herein by reference.
2. Time of Performance. The term of this Agreement shall begin from receipt of Notice to Proceed, and all work shall be completed by June 30, 2026. This agreement may be renewed for an additional three (3) two (1) year periods with written Notice of renewal by County.
3. Payment. County hereby agrees to pay for the cost of this Contract not to exceed a sum of \$\_\_\_\_\_. Payment is contingent upon a final County inspection and acceptance of work or services.
4. Extra Work. County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.
5. Indemnity. Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes

of action, or other liability, including attorney fees, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

6. Insurance. Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. Minimum Scope and Limits of Insurance

7.1. Commercial General Liability

7.1.1. Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.

7.1.2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

7.1.3. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.



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

7.2. Workers' Compensation and Employer's Liability

7.2.1. Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2. Employer's Liability, and if necessary, CUL insurance shall not be less than \$1,000,000 for each accident for bodily injury by accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 policy limit.

7.2.3. The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work or services performed by Contractor for County.

7.3. Business Auto Liability

7.3.1. Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than \$1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

7.3.2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or services.

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

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

7.4. Deductibles and Self-Insured Retentions

7.4.1. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, or employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.4.2. Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, regardless of whether County is an insured under the policy.

7.5. Miscellaneous Insurance Provisions.

7.5.1. Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County, its officers, officials, agents, and employees.

7.5.2. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive, Ste. #125, Wilmington, NC 28403.

7.5.3. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.6. Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted a specific exemption.

7.7. Evidence of Insurance

7.7.1. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

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

7.7.3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.8. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.9. Conditions

7.9.1. County may, at its discretion and with approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

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

7.9.3. Contractor shall promptly notify New Hanover County Environmental Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

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

7.9.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

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

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

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

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of an annual appropriation of the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. Non-waiver of Rights. The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. Subcontracts. The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County.

15. Entire Contract. This Contract constitutes the entire understanding of the parties.

16. Binding Effect. This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators, and assigns.

17. Severability. If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

18. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

19. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

20. E-Verify Compliance. Pursuant to N.C.G.S. 143-133.3, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

21. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

22. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

**To County:**

New Hanover County Environmental Management  
Attn: Anne McAllister  
5210 U.S. 421 N  
Wilmington, NC 28401

**To Contractor:**

23. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

24. Contract Under Seal. The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

CONTRACTOR.

\_\_\_\_\_  
President (Seal)

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF \_\_\_\_\_  
\_\_\_\_\_  
COUNTY

I, \_\_\_\_\_, a Notary Public of the State and  
County aforesaid, certify that \_\_\_\_\_ came before me this day and  
acknowledged that (s)he is President of \_\_\_\_\_,  
a \_\_\_\_\_, and that by authority duly given and as the act of the  
corporation, the foregoing instrument was signed and sealed in its name by its President.

WITNESS my hand and official seal, this \_\_\_\_ day of  
\_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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