



REQUEST FOR PROPOSALS

FOR

GENERATOR PURCHASE AND INSTALLATION RFP #24-02

ISSUE DATE: May 10, 2024

DUE DATE: June 14, 2024

Table of Contents

1. INTRODUCTION.....	3
2. PROJECT OVERVIEW	3
3. SCOPE OF WORK	3
4. PROPOSAL DEADLINE AND SUBMISSION REQUIREMENTS.....	4
5. EXPENSES	5
6. RIGHT TO SUBMITTED PROPOSALS AND SUPPORTING DOCUMENTS.....	5
7. QUESTIONS/ADDENDA	6
8. FORM OF AGREEMENT	6
9. INSURANCE	6
10. PROPOSAL CONDITIONS	6
11. CONSIDERATION OF WITHDRAWAL AND/OR REJECTION OF PROPOSAL	7
12. AWARD	8
13. NON-DISCLOSURE OF INFORMATION	8
14. WORK/CHANGE ORDERS	8
15. PROJECT DELIVERABLES	8
16. ADDITIONAL SERVICES	8
17. CERTIFICATION.....	8
FORM OF AGREEMENT	9
EXHIBIT “A”	19
GOODS AND SERVICES/FEES AND COSTS.....	19
FORM OF PROPOSAL.....	22
CONTRACTOR INFORMATION	23

1. INTRODUCTION

Brunswick Senior Resources, Inc. (BSRI) is seeking proposals for the purchase and installation of a generator at its senior center at Calabash (The Brunswick Center at Calabash), a Brunswick County owned property.

2. PROJECT OVERVIEW

There is currently no generator in place at the Brunswick Center at Calabash.

3. SCOPE OF WORK

BSRI has established the following objectives for this project. Any changes to the specifications or Scope of Work will be made in the form of an Addendum to this Request for Proposals that will be provided to all known prospective contractors and posted on the BSRI website. Contractors are responsible for ensuring they have all addenda. BSRI may negotiate and refine the final Scope of Work with the selected contractor. BSRI reserves the right to negotiate additional services with the selected contractor at any time after the initial contract award.

- Provide and install an 80kw Diesel Package generator. Site voltage is 120/240V , 3Phase 4Wire (High leg), 1200amp. Include startup for equipment and file warranty on ATS and generator. Generator to have 1,000hour/2-year warranty included.
- Provide and install Square D, Nema 4x Stainless Steel, Service Entrance rated 1200amp, 250V rated breaker or fused disconnect left of BEMC CT cabinet. Include neutral and ground lug kit and breaker or fuses rated at 1200amps.
- Provide and install 1200amp ASCO 300 Nema 4x Stainless Steel, 3 pole, solid neutral, 120/240V-3phase Automatic Transfer Switch (ATS), Per approved products list.
- Fuel tank requirement: NFPA 30 fuel pressure test (onsite with Fire Marshal) and Fire permit required on project. Capacity: minimum 48hour at 100% load.
- Concrete and rebar pad. Cut asphalt and form up concrete pad 12” beyond fuel tank dimensions on all sides. Pad to be 12” thick and include rebar spaced 12” on center both ways. Pad detail will have to be drawn and engineer stamped. Install will all minimum required spacing from all structures.
- Provide and install required bollards painted yellow (4” steel pipe filled with concrete and capped) around two sides of generator facing parking lot.
- Electrical permit is required.
- Install new 400 Service entrance disconnect to the left of the CT cabinet. Install new conduit/ wire from Utility CT cabinet to line side of new disconnect. All conduit outdoor to be Sch. 80 EPVC. Utilize watertight (Meyer’s Hubs) on all entries. Conduits inside building must be rated for application.
- Install new conduit/ wire or intercept existing utility conduits under building from CT cabinet to existing breaker panel.
- Install new wire from load side of ATS to existing building main breaker panel.

- Install new generator power conduit/ wire from new ATS to new Generator. Surface mount conduit to outside building wall with strut.
- Install new ¾” conduit for Auto start wires from ATS to generator.
- Install new 1” conduit from building breaker panel to generator. Provide 2-20amp single pole breakers for generator block heater and generator battery charger circuits.
- Project to be complete/turnkey.
- No substitutions on generator or ATS manufacturer.
- Customer to provide fuel.
- Contractor will be responsible for any necessary permits.

4. PROPOSAL DEADLINE AND SUBMISSION REQUIREMENTS

4.1 A pre-response meeting/walk-through is scheduled:

Date: **May 24, 2024**
 Time: **2:00pm EST**
 Place: **The Brunswick Center at Calabash**
10050 Beach Dr SW
Calabash, NC 28467

Attendance at the pre-response meeting/walk-through is optional. Please RSVP to bids@brisnc.org. Anyone attending the pre-response meeting/walk-through must be escorted by an authorized representative of BSRI.

4.2 Proposals should include the following:

- The proposal title and due date and time.
- A cover letter/letter of intent on contractor’s letterhead, signed by an authorized representative of contractor, expressly agreeing to BSRI’s terms and conditions contained in this Request for Proposals and its attachments.
- The contractor’s name or company name, address and telephone number.
- The name, address and telephone number of company representatives with the authority to answer questions or provide clarification regarding the proposal’s contents.
- The names of any and all subcontractors expected to perform services in connection with the project and their qualifications. Include the estimated percentage of work that each subcontractor is expected to perform. **BSRI reserves the right to accept or reject any proposed subcontractor.**
- A detailed Form of Proposal in substantially the form attached hereto and incorporated herein by reference.
- Any assistance requirements from BSRI.
- Certificate of Insurance as evidence that contractor meets Brunswick County’s Minimum Insurance Requirements attached hereto.

Contractors shall provide documentation sufficient to clearly demonstrate that their firm meets or exceeds the requirements set forth in this Request for Proposals. Failure to provide such documentation may result in the proposal being deemed non-responsive.

In addition to the foregoing, BSRI reserves the right to request financial information for any contractor, in order to support the viability of the contractor.

Those interested should submit one copy of the proposal by any of the following methods:

Email: Brunswick Senior Resources, Inc.
Attn: James M. Fish (CEO)
E-mail: bids@bsrinc.org
Subject Line: Proposal for Generator purchase and Installation, RFP #24-02

Mail: Brunswick Senior Resources, Inc.
Attn: James M. Fish
P.O. Box 3620
Shallotte, NC 28459

Hand Delivery: Brunswick Senior Resources, Inc.
Attn: James M. Fish
3620 Express Drive
Shallotte, NC 28470

Proposals must be received no later than **June 14, 2024, at 5:00 pm EST**. BSRI will not be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time will not be considered. Incomplete proposals or proposals inconsistent with the required format may be disqualified from consideration.

5. EXPENSES

BSRI will not be responsible for any costs or expenses incurred by the contractor in submitting a proposal or for any other activities associated with this procurement. Further, BSRI reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement.

6. RIGHT TO SUBMITTED PROPOSALS AND SUPPORTING DOCUMENTS

All written correspondence, proposals and supporting documents received by BSRI in connection with this Request for Proposals will become the property of BSRI. BSRI reserves the right to use any ideas in a proposal or supporting documents regardless of

whether the proposal is selected.

7. QUESTIONS/ADDENDA

Questions or requests for further information regarding this Request for Proposals shall be submitted in by e-mail to **bids@bsrinc.org** no later than **May 31, 2024, at 5:00 pm EST**. A copy of all questions, further clarifications, and answers will be made in the form of an Addendum to this Request for Proposals that will be provided to all known prospective contractors and posted on BSRI's website (<https://bsrinc.org/about-us/>). Contractors are responsible for ensuring that they have all addenda.

Contractors are expressly prohibited from contacting any BSRI official or employee regarding this Request for Proposals, except in the manner noted in this section. A violation of this provision is grounds for the immediate disqualification of the contractor.

8. FORM OF AGREEMENT

In addition to the terms and conditions contained in this Request for Proposals, by submitting a proposal, contractor, if selected, agrees to enter into and be bound by the provisions of a Goods and Services Agreement in substantially the form attached hereto and incorporated herein by reference. To the extent that any of the terms of this Request for Proposals and the terms of the Goods and Services Agreement conflict, the terms of the Goods and Services Agreement shall prevail. No work shall commence until an agreement has been fully executed by the parties. Unless otherwise approved by BSRI, the contractor must begin performing services within thirty (30) days after an agreement is signed.

9. INSURANCE

Contractor, and any of its approved subcontractors, must procure and maintain in full force and effect during the term of any agreement with BSRI, or the renewal of any agreement with BSRI, the insurance coverage set forth in the Minimum Insurance Requirements attached hereto and incorporated herein by reference.

In the event contractor, or any of its approved subcontractors, fails to maintain insurance as outlined herein, BSRI may, at its option, obtain the required insurance at the expense of the contractor.

10. PROPOSAL CONDITIONS

10.1 Submission of a proposal indicates explicit acceptance by the contractor of the terms and conditions contained in this Request for Proposals and any attachments hereto. BSRI reserves the right to reject, without prejudice or explanation, any or all proposals. BSRI reserves the right to waive informalities or to amend the specifications of this Request for Proposals and request new proposals at any time prior to the award of a contract. All decisions of BSRI shall be final and binding.

10.2 The contractor shall supply the following:

- A single point of contact through proposal acceptance. BSRI will communicate solely through this contact regarding all issues relating to the proposal through acceptance.
- A single Project Manager, after acceptance, dedicated and available for the entire duration of the project. The Project Manager may only be replaced upon approval by, or at the request of BSRI. At a minimum, the contractor's Project Manager shall be responsible for oversight and management of the Scope of Work as outlined above.

11. CONSIDERATION OF WITHDRAWAL AND/OR REJECTION OF PROPOSAL

11.1 Withdrawal

Bidders may withdraw or withdraw and resubmit their proposal at any time prior to the closing time for receipt of proposals; however, no proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of thirty (30) days.

11.2 Rejection

A proposal may be rejected if the contractor fails to:

- Submit the proposal in the format specified.
- Supply the minimum information requested.
- Submit all addenda, addenda responses and templates.
- Submit the proposal by the date and time required.
- Submit a cost proposal with unbundled, detailed and itemized pricing.
- Provide truthful and accurate information in the proposal.

No Acceptance

BSRI reserves the exclusive right to reject any or all proposals, to waive any informalities or technical defects in proposals, and to accept any proposal deemed most favorable to BSRI.

11.3 Competency of Contractor

BSRI shall make such investigation as it deems necessary to determine the ability of the contractor to perform the work, and/or provide the services required by this Request for Proposals. Upon request by BSRI, the contractor shall furnish satisfactory evidence that it has the necessary facilities, ability and financial resources to fulfill the specifications and conditions of the proposal.

11 AWARD

BSRI reserves the right to award a contract, based on initial proposals received from contractors, without discussion and without conducting further negotiations. BSRI may also, in its sole discretion, initiate further discussions with contractors that it deems to fall within a competitive range. Award shall be made to the lowest responsive, responsible bidder. BSRI shall not be deemed to have finally selected a contractor until a contract has been successfully negotiated and signed by both parties.

Proposed Date of Award June 21, 2024

12 NON-DISCLOSURE OF INFORMATION

Contractor and its agents shall treat all data and information associated with this Request for Proposals, including, without limitation, the Request for Proposals, all reports, recommendations, specifications and other data as confidential. Contractor and its agents shall not disclose or communicate any information to a third party or use such information in advertising, propaganda and/or in another job or jobs, unless prior written consent is obtained from BSRI.

13 WORK/CHANGE ORDERS

After a project is awarded to a contractor and the parties enter into a formal agreement, a written change order will be required for any changes in scope to the project that add, delete or modify any billable component(s).

14 PROJECT DELIVERABLES

Contractor shall complete the following:

- Bi-weekly or Monthly project conference calls to be held throughout the project, with meeting agendas and minutes provided by the contractor.
- Ongoing action item list maintained by the contractor.
- Template and procedure for formal reporting of issues provided by the contractor.
- Final Report that summarizes the engagement.

15 ADDITIONAL SERVICES

BSRI reserves the right to negotiate additional services with contractor at any time after the initial contract award.

16 CERTIFICATION

Contractor hereby certifies that it has carefully examined this Request for Proposals and all attachments hereto, that it understands and accepts all terms and conditions and the scope of work, and that it has knowledge and expertise to complete the project. By submitting a proposal, contractor certifies that its proposal is in all respects fair and

without collusion or fraud.

FORM OF AGREEMENT

BSRI GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick Senior Resources, Inc, (BSRI) and {Vendor Name}, (hereinafter referred to as “Provider”).

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the “Project”) and the agreed upon fees for the Project are set forth on Exhibit “A” attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on {Effective Date} (the “Effective Date”) and continues in effect until {Expiration Date}, unless sooner terminated as provided herein. BSRI may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to BSRI showing in detail the work performed under this Agreement through the effective date of termination. BSRI may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, BSRI may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. COMPENSATION

BSRI agrees to pay costs as specified in Exhibit “A” or as set out above for the satisfactory completion of the Project. Unless otherwise specified, Provider shall submit

monthly invoices to BSRI and include detail of all products delivered or work performed under the terms of this Agreement. BSRI shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, BSRI will not pay late fees on any charges under this Agreement. If BSRI disputes any portion of the charges on any invoice received from Provider, BSRI shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice BSRI for the previously disputed charges, and, per any resolution between BSRI and Provider, BSRI shall pay those charges in full at that time.

4. INDEPENDENT CONTRACTOR

Both BSRI and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of BSRI for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by BSRI pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to BSRI employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and Provider is responsible for all income taxes and social security payments thereon.

5. PROVIDER REPRESENTATIONS

- (1) Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- (4) In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- (5) Provider shall not violate any agreement with any third party by entering into or performing the work under this Agreement;

- (6) Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;
- (7) The goods and services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- (8) Provider shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- (9) Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (10) Provider shall ensure that whenever its employees or agents are on BSRI property, they will strictly abide by all instructions and directions issued by BSRI with respect to rules, regulations, policies and security procedures applicable to work on BSRI's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

6. WARRANTIES

Without limiting Provider's obligation to provide warranty or maintenance services, and in addition to any other warranties available, Provider hereby assigns to BSRI all of Provider's warranties covering any third-party goods purchased under this Agreement. Provider will provide copies of all said warranties to BSRI upon delivery of the goods.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of BSRI's or Brunswick County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to BSRI's or Brunswick County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

8. NON-ENDORSEMENT AND PUBLICITY

BSRI is not endorsing Provider or the goods or services covered under this Agreement, and Provider is not permitted to reference this Agreement or BSRI in any manner without the prior written consent of BSRI. Notwithstanding the foregoing, the parties agree that Provider

may list BSRI as a reference in response to requests for proposals and may identify BSRI as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Provider acknowledges that BSRI is not obligated to contract solely with Provider for the goods or services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby 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.

11. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify BSRI within thirty (30) days if debarred by any governmental entity during this Agreement.

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless BSRI, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against BSRI or which BSRI must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to BSRI for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by BSRI with limits acceptable to BSRI. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include BSRI as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by BSRI. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or

subrogation against BSRI (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

14. WORKERS' COMPENSATION

To the extent required by law, Provider 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. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish BSRI proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

15. REMEDIES

- (1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of BSRI, BSRI may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods and/or services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by BSRI in obtaining the goods and/or performing the services from any money then due or to become due Provider and, should BSRI's cost of obtaining the goods and/or performing the services exceed the amount due Provider, collect the amount due from Provider.
- (2) **RIGHT TO WITHHOLD PAYMENT.** BSRI reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- (3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- (4) **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

(5) **NO SUSPENSION.** In the event that BSRI disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by BSRI, that all taxes and other charges are being properly paid.

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with completing the Project. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with completing the Project and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by BSRI, and Provider may be declared ineligible for further BSRI agreements.

19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide BSRI with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

21. OWNERSHIP OF WORK PRODUCT

Should Provider’s performance under this Agreement generate documents or other work product that are specific to the Project hereunder, such documents or work product shall become the property of BSRI and may be used by BSRI on other projects without additional compensation to Provider.

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and BSRI shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in BSRI or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

24. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

25. NON-WAIVER

Failure by BSRI at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect BSRI's right hereunder to enforce the same, nor shall any waiver by BSRI of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

27. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

28. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this

Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

29. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and BSRI.

30. NOTICES

- (1) **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- (2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- (3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the BSRI: BSRI Manager
 P.O. 362
 Shallotte, NC 28459
 E:mail:
- ii. For the Provider: { Vendor Name }
 { Vendor Address }
 { Vendor City }, { Vendor State or Territory } { Vendor Zip }

31. SIGNATURES

This Agreement, 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 Agreement 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

BSRI

By: _____

Chairman, Board of Directors

{VENDOR NAME}

By: _____

Printed Name: { Vendor Signatory Name }

Title: { Vendor Signatory Title }

Date: _____

EXHIBIT "A"
GOODS AND SERVICES/FEES AND COSTS



BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury Limit
- \$ 5,000 Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$500,000 Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- A. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- B. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- C. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- D. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- E. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: _____
 - Contract #: _____
- F. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- G. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- H. Certificate Holder shall be listed as follows;
 - ATTENTION: Brunswick County Risk Manager
 - 30 Government Center Dr. NE
 - P.O. Box 249
 - Bolivia, NC 28422
- I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Revised 01/2015

FORM OF PROPOSAL

Note to contractors: All costs proposed are to be inclusive of labor, materials, equipment, incidentals, etc. necessary to provide the scope of services outlined in this Request for Proposals.

Total lump sum for completing all work according to the scope of work outlined in this Request for Proposals:

\$ _____

CONTRACTOR INFORMATION

Name of Company _____

Address _____

Phone No. _____ Fax No. _____

E-Mail Address _____

Federal I.D. No. _____

SDBE, Minority or Woman Owned Business Enterprise _____Yes _____No

Proposal Submitted By: _____
(Printed Name)

(Signature)

Title: _____

Date: _____