

REQUEST FOR PROPOSALS

CATERING SERVICES IN THE EVENT OF AN EMERGENCY OR DISASTER

For

PITT COUNTY, NORTH CAROLINA



Submittals Due: Friday September 13th by 5:00 p.m. EST

Contact: Brian Barnett, Deputy County Manager - CFO

E-mail: brian.barnett@pittcountync.gov

Phone: (252) 902-3012



August 27th, 2019

MEMO TO: Prospective Vendors

FROM: Brian Barnett, Deputy County Manager - CFO

SUBJECT: Catering Services in the Event of an Emergency or Disaster

DUE DATE AND TIME: September 13th; 5:00 p.m.

The County of Pitt, is now accepting sealed proposals for Emergency Catering Services.

Enclosed are our specifications for the scope of work. Please review these documents carefully and use the forms provided to submit your proposal.

All proposals are to be received by mail no later than September 13th, 2019 by 5:00 pm. Each proposal should be clearly marked: "**Proposal – Emergency Catering Services.**"

These materials should be mailed or delivered to:

Brian Barnett
Deputy County Manager - CFO
County of Pitt
1717 W. 5th Street
Greenville, NC 27834
Email: brian.barnett@pittcountync.gov

Should you have any questions , please submit in writing via email to Brian Barnett (brian.barnett@pittcountync.gov) by 5:00 pm on September 10, 2019.

We strongly encourage local, small, minority and disadvantaged business participation.

Pitt County is an equal opportunity employer. A copy of our EEOP Utilization Report is available at www.pittcountync.gov or upon request to the County Manager or Human Resources Director.

NOTICE

Proposals will be received by Pitt County, until **5:00 p.m., Friday, September 13, 2019**, in the Financial Services Department, 1st floor, County Office Building, 1717 5th St., Greenville, North Carolina, at which time they will be considered for the following:

EMERGENCY CATERING SERVICES

Specifications and Proposal documents may be obtained in the Financial Services Department, 1st floor, County Office Building, 1717 5th St., Greenville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to brian.barnett@pittcountync.gov.

**Pitt County
Brian Barnett
Deputy County Manager - CFO**

REQUESTS FOR PROPOSALS
Emergency Catering Services

(To be Completed ONLY IF YOU DO NOT BID.)

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

NO BID is submitted: ____ this time only ____ not this commodity/service only

	Yes	No
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does Pitt County pay its bills on time?		
Do you desire to be notified for future bids and proposals?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

Company Name:	
Person Completing Form:	Telephone:
Mailing Address:	Email:
County, State, Zip Code:	Date:

**Pitt County
Request for Proposals
To Provide Emergency Catering Services**

OBJECTIVE

Pitt County (County) is seeking a response to the Request for Proposals (RFP) from qualified firms for Food Services in the event of a man-made or naturally occurring disaster such as hazardous materials incidents, hurricanes, or other similar emergencies and disasters.

CONTRACT TERM

1. This contract will be until June 30, 2021 with the possibility of two (2) one year extensions that must be submitted to County for approval. Should any active event extend beyond the expiration date of the contract, the event agreement shall be extended until the event has been satisfactorily, successfully completed, and accepted. The agreement or contract between the selected respondent and the County will be non-exclusive, on an as-needed basis and will not provide for a retainer.
2. In the event of default by the awarded food service company Pitt County reserves the right to utilize the next best evaluated offer as the new awarded food service company. In the event of this occurrence, the next best offer, if it wishes the award, shall be required to provide the proposed items at the prices as contained within its proposal for this solicitation.

SCOPE OF WORK

These specifications describe Emergency Catering Services for Pitt County in the event of a natural disaster or other emergency related crises. It is the County's intent to contract with any and/or all qualified proposers responding to this solicitation.

The meals required for responders are estimated at up to 225 people (this amount will vary depending on the severity and nature of the event) per meal serving period, up to three (3) meals per day, or more on a daily basis during an event of a natural disaster or other emergency related crises or, as designated by the County.

Proposers shall furnish all staging of equipment, hot and cold food products, beverages, utensils, disposable paper plates and cups for first responders, government employees, various elected and appointed officials, state and local representatives, and other emergency management personnel in the event of a natural disaster or other related crises.

Proposers shall purchase and prepare an adequate quantity of fresh food to serve meals to the total number of personnel as directed by the Pitt County Meal Coordinator or designee.

The **Pitt County Meal** Coordinator or designee reserves the right to issue rules and regulations governing the general provision of services as to maintain consistency of kind and quality of food and beverage services.

The awarded food service company shall be primarily responsible for its own fuel supply. However, if required for food preservation and continuation of service, or due to disaster conditions or circumstances, the County may supply fuel and supplies at cost to the awarded food service company.

STATUS OF CONTRACTOR

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the Pitt County.

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress.

ASSIGNMENT AND SUBLETTING

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County. Failure to request consent shall be grounds for default under this Contract. The Contractor further agrees that assigning or subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

If consent is granted by the County, successful contractor must take all necessary steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. Affirmative steps must include the following:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority business, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the department of Commerce; and
- 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

QUALITY ASSURANCE PROVISIONS

TESTS AND INSPECTIONS

It shall be the awarded food service company's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. Pitt County reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this set of specifications.

QUALITY

The materials and supplies to be furnished shall be currently in production and shall be of the manufacturer's standard or better quality as that of current commercial food service industry standards.

QUANTITIES

The County shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this solicitation effort.

PENALTIES

The Pitt County reserves the right to increase or decrease quantities shown without penalty.

ADDITIONS/DELETIONS

Pitt County reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the County.

SAMPLES

When required, samples shall be labeled with the Contractor's name and item number and shall be furnished free of charge. Samples not destroyed will be returned upon request at the Contractor's expense within ten days following the opening of proposals. Samples of brand(s) being bid may be requested after the bid opening date and time, in order to allow the County to make a fair relative evaluation of brand(s) being bid.

SUBSTITUTIONS

The awarded food service company shall not substitute items for like items without the approval of the County, unless during extreme conditions. Any violation of such procedures may result in a possible breach of agreement.

PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT, AND SUPPLIES

Contractor agrees to indemnify and hold County harmless from all claims of subcontractors, laborers, workmen, mechanics, material men and furnishers of equipment, and all supplies incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If Contractor fails to do so, then County reserves the right to pay unpaid bills of which County has

written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

DISCREPANCIES AND OMISSIONS

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Pitt County Meal Coordinator shall define which is intended to apply to the work. Such definition shall be final and binding on Contractor.

COLLATERAL CONTRACT

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

ALCOHOL/DRUG FREE WORKPLACE

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this contract is prohibited. Violation of this requirement shall constitute grounds for immediate termination of the contract.

LAWS AND ORDINANCES

Contractor shall at all times observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

PERMITS AND LICENSES

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

AWARDED FOOD SERVICE COMPANY RESPONSIBILITIES

Awarded Food Service Company must provide all phases of service in compliance with Federal, State, and Local guidelines governing health and food service sanitation.

Substitutions or variations shall be submitted to the Pitt County Meal Coordinator or designee for approval. Food substitutes for Diabetic Meals as needed shall be coordinated and communicated to the Awarded Food Service Company through the Pitt County Meal Coordinator in advance of the scheduled serving. Awarded Food Service Company shall be operational and ready to serve within 48 hours of activation notice from the Emergency Management Coordinator or designee.

Awarded Food Service Company shall only utilize food products that are fresh, wholesome, of good odor and taste, and processed under sanitary conditions as required by food service industry standards.

Awarded Food Service Company shall have the option to prepare all meals offsite or at site(s) designated by the Pitt County Meal Coordinator or designee. The Awarded Food Service Company is authorized to bring in a mobile kitchen(s) to the designated location(s) to prepare and serve the meals. In either case, food shall be maintained in either Thermal type containers, Chafing Dishes, or Steam Tables for meals that will be served in-house and provide disposable containers for meals that are picked up by individuals going out into the field. All methods of serving the meals must be acceptable by the food service industry. Meals served must include utensils, napkins, salt/pepper, and condiments appropriate to the meal. If applicable and required, the Emergency Management Coordinator may provide meal runners to pick up meals from the Awarded Food Service Company's location.

Awarded Food Service Company must serve all food at the proper temperatures and with proper freshness. Awarded Food Service Company must store all food and food products at a safe temperature and must handle leftover food/food products in a safe and acceptable way by food service practice.

Food services shall be available 24 hours a day with serving times as follows:

- **Breakfast:** 5:00 AM until 8:00 AM
- **Lunch:** 11:00 AM until 1:00 PM
- **Dinner:** 5:00 PM until 8:00 PM

Awarded Food Service Company shall not serve leftovers from other functions they may cater during off duty hours, or leftovers from the previous day menu.

Awarded Food Service Company is responsible for the purchasing and receiving of all food, merchandise, supplies and food equipment at the designated serving locations. Awarded Food Service Company shall also be responsible for providing any power cabling appropriate to its on-site food preparation equipment.

Awarded Food Service Company is responsible for providing waste containers and trash bags for all refuse and waste materials created by the Awarded Food Service Company's operations. Waste materials created by the Awarded Food Service Company's operations in the food service area shall be promptly disposed of after each meal or as needed during the serving of meals. The County will provide a dumpster for the disposal of trash generated on-site.

Awarded Food Service Company shall provide an all-inclusive invoice for the total number of meals served at the end of each serving shift, Breakfast, Lunch and Dinner. The invoice shall reference a Pitt County issued Purchase Order. The invoice shall be turned in to the Pitt County Meal Coordinator or designee at the end of each serving shift.

Contractor must be able to mobilize, stage, and provide the required services within twenty-four (24) hours of notice to activate by the County. Where possible, and in accordance with the County's emergency operation plan for such events, the County will provide up to thirty-six (36) hours advance notice to the provider.

Depending upon the disaster circumstances, the contractor may be required to stage equipment at a pre-determined location. If so, the contractor is solely responsible for ensuring proper and necessary set-up, relocation, maintenance, protection and/or removal of such equipment including periodic and final clean-up of the staging site(s) upon request by the County. Use of County facilities will be at no charge to the Contractor. However, if any damages occur at any staging areas directly resulting from such staging activities of the provider, the Contractor will be responsible for the repair of such damage to its pre-damaged condition.

All provided meals shall include but are not limited to

- Condiments relevant to the meal provided
- Serving items such as disposable plates, utensils, and napkins
- Selection of beverages that are iced-down if required and cups if necessary
- Other meal related items

Contractor shall be responsible for all ingredient purchases, receipts, storage, issue, handling, processing, packaging, preparation, staging, and clean up before and after each meal. Approximate personnel to be fed are between 25 and 250 depending on the size and duration of the incident. Contractor shall also provide kitchen equipment, staff and management sufficient to cater up to 250 meals per meal time and oversee all related activities.

EQUAL OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

PERSONNEL REQUIREMENTS

All employees of the Awarded Food Service Company shall be neatly attired in uniforms that clearly and properly identify the company represented or wear clear identification. The employees shall be neat and clean in appearance and courteous towards the patrons, the public, and their fellow employees.

The Awarded Food Service Company shall train and closely supervise all its employees ensuring they practice the high standards of cleanliness, courtesy, and service required.

The Awarded Food Service Company shall adhere to the adequate number of personnel, compatibility of food and beverage products, and other rules and regulations appurtenant to the event.

BACKGROUND CHECKS

Prior to assignment, Awarded Food Service Company will need to provide a list of all workers who will be assigned for this service. The County reserves the right to conduct background checks on these workers and further reserves the right to reject the assignment of any worker(s) based on the results of the background check.

In the event of Contractor's non-compliance with the non-discrimination clause of this contract, the contract entered into may be cancelled in whole or in part.

MEAL ORDER CANCELLATION

The County reserves the right to cancel any and all meals, without penalty, by notification to the Awarded Food Service Company as the disaster event changes. The Awarded Food Service Company must provide re-stocking costs, specific cancellation criteria and/or cost to be incurred in the event food service is cancelled with less than 48 hours' notice.

The County reserves the right to immediately cancel the vendor's contract without penalty if the food or services provided does not meet the requirements specified by the contract.

COUNTY RESPONSIBILITIES

County agrees to the following:

- Notify the Awarded Food Service Company via telephone and in writing (fax or e-mail) as far in advance of a disaster of its need for services as is practicable depending on the type of disaster so as to provide Awarded Food Service Company to properly and adequately respond to the County's requirements.
- Provide necessary parking spaces in the parking lots of the Emergency Management Facility and other locations as specified in the resultant contract to enable the Awarded Food Service Company space to accommodate vehicles and equipment used.
- Provide written notification of its need for extension of the Awarded Food Service Company's services no less than 24 hours prior to termination of the initial specified period.

Pitt County requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 50 pages, excluding resumes. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

A.) FIRM QUALIFICATIONS AND EXPERIENCE

- Proposers shall submit with their proposals, a brief history of the organization, including accreditation status, if applicable.
- Proposers shall provide an explanation of its experience in providing meals in large quantities under emergency conditions.

- Proposers shall provide a detailed description of the two or three largest events the company has provided food services (catered) in the past two years. That description should include, at the minimum, the number of meals provided, type of food provided, the number of hours the event lasted, and the number of employees used for that assignment. Please include contact names and telephone numbers of the clients for these events.

B.) PROPOSER'S METHODOLOGY

- Proposers shall thoroughly describe its capability to perform/facilitate the services required, to include methodology, approach, available operational facilities and/or number of locations, etc. and a detailed plan on how it would meet the County's requirements during a disaster event.
- Proposers shall address in its response the mobilization and staging abilities for delivering meals to multiple locations, or if it would be the County's responsibility to pick up meals from the proposer's location.
- Proposers shall address the number of employee's it would dedicate to this effort and a list of equipment the company owns to meet the requirements described herein.
- Should include a plan to maintain adequate sub-contractors and equipment to expeditiously complete the County debris removal project in the event of additional disasters occurring throughout the US.
- Should include a plan to utilize small and minority businesses, women's business enterprises, and labor surplus area firms. Also should include a method of tracking the use of these firms and supply this to the County.

C.) COST FOR SERVICES

- Proposers shall provide a detailed description and cost of the meal options for breakfast, lunch and dinner as requested on the Proposal Response Pages. Prices quoted shall be firm for the initial contract term and all approved extension periods. Thereafter, any extensions that may be approved by Pitt County shall be subject to the provisions of the accompanying contract document.
- Any attempt by the awarded food service company to amend said proposal prices shall constitute default as outlined in this specification.
- Prices quoted in the Proposal and Proposal Response Forms shall include all shipping and delivery costs, shipped F.O.B. to the facility location specified by the requestor or the purchase order.

EVALUATION AND SELECTION PROCESS

All proposals will be screened by an evaluation committee and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The County will evaluate all responses based on the experience, qualifications, project approach, price, and quality of response. The County reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The County's process is as follows:

1. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and shall be based on the following criteria:
 - a. Firm Qualifications and Experience (25 points)
 - b. Methodology (50 points)
 - c. Cost of Professional Services (25 points)
2. The evaluation committee shall recommend the most qualified firm to the County Manager for approval and will offer a contract based on services and fees as agreed upon.
3. Prior to the approval of an award, no evaluation committee member shall disclose any information regarding the committees' decision.
4. This RFP does not commit the County to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. The County reserves the right to reject any and all bids for any reason or no reason at all.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.

5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. Pitt County shall not award a contract to a company that is in arrears in its obligations to the County.
7. No payments shall be made to any person of public monies under any contract by the County with such person until such person has paid all obligations and debts owed to the County, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the RFP will be made by addenda no later than 48 hours prior to the date and time fixed for submission of proposals. Sole issuing authority of addenda shall be vested in the Pitt County Deputy County Manager - CFO. The County assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time. All addenda will be numbered consecutively, beginning with 1.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the Pitt County to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the Pitt County, Attn.: **Pitt County Financial Services, 1717 W. 5th Street, Greenville, NC 27834**

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF COUNTY: No member of the governing body of the County, and no other officer, employee or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the Pitt County for quantities less than the estimated amount.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and

means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive Pitt County the option of selecting goods which may be considered more suitable for the purpose involved.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The County may terminate this contract at any time giving at least thirty (30) day notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: Pitt County before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the County.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from Pitt County written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of North Carolina, unless otherwise permitted by Owner. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. **Worker's Compensation Insurance:** The Contractor shall provide and maintain workers' compensation insurance, as required by the laws of North Carolina, covering all of the Contractor's employees who are engaged in any work under the contract.
2. **Commercial General Liability:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000, covering all of the Contractor's employees who are engaged in any work under the contract.
3. **Professional Liability: \$1,000,000:** The Contractor shall ensure that the Contractor and its employees, agents, and subcontractors each maintain through an insurance company or through a program of self-funded insurance, professional liability insurance with limits of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the Pitt County. Contractor shall also file with the Pitt County valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said

completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the Pitt County not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by County. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between County and CONTRACTOR.

PROPOSAL EVALUATION AND CONTRACT AWARD: The County will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The County may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the County. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by Pitt County shall be grounds for disqualification.** Vendors shall not contact any Pitt County personnel during the proposal process without the express permission from the Deputy County Manager - CFO.

AMBIGUITY: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions shall be construed in the favor of the County.

ADDITIONAL INFORMATION: County may request any other information necessary to determine Contractor's ability to meet the minimum standards required by this RFP.

MANAGEMENT

Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and pricing. This contract is non-transferable by either party.

ADDITIONAL PROVISIONS/ASSURANCES FOR EXPENDITURES OF FEDERAL FUNDS

1. **Equal Opportunity Clause.** Contractor shall comply with the equal opportunity clause contained in 41 CFR Part 60-1.4, as amended, and implementing regulations at 41 CFR Part 60, are hereby included by reference and incorporated into this Agreement as if set forth fully herein.
2. **Davis Bacon Act.** As applicable, Contractor shall comply with the Davis Bacon Act, as amended, (40 USC 3141-3148) and as supplemented (29 CFR Part 5), and the Copeland "Anti-Kickback" Act (40 USC 3145) as supplemented (29 CFR Part 3).

3. Contract Work Hours and Safety Standards Act. As applicable, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), as supplemented (29 CFR Part 5).
4. Rights to Inventions Made Under a Contract or Agreement. As applicable, Contractor shall comply with 37 CFR Part 401.
5. Clean Air Act and Federal Water Pollution Control Act. As applicable, Contractor shall comply with the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Act (33 USC 1251-1387) as amended, and any violations must be reported as required by law.
6. Debarment and Suspension. Contractor certifies that it has not been debarred, suspended, or listed on the governmentwide exclusions in the System for Award Management (SAM), Contractor certifies that he is not otherwise excluded by a federal or state government or otherwise declared ineligible under statutory or regulatory authority to enter into this Agreement.
7. Byrd Anti-Lobbying Amendment. As applicable, Contractor certifies that it is in compliance with all aspects of the Byrd Anti-Lobbying Amendment (31 USC 1352) and will file the required certification.
8. Procurement of Recovered Materials. As applicable, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
9. Record Retention Requirements. As applicable, Contractor shall retain all records related to this Agreement for three (3) years after all pending matters are closed, or for such other time period as required by County or by applicable federal or state law or regulation.

Required Form
FIRM INFORMATION

Name of Company _____

Address _____

Phone No. _____

E-Mail Address _____

Federal I.D. No. _____

SDBE, Minority or Woman Owned Business Enterprise _____ Yes _____ No

Proposal Submitted By: _____
(Name Printed Out)

(Signature)

Title: _____

Date: _____

Required Form E-Verify

STATE OF _____
COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ ("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 and Employer's subcontractors comply with E-Verify, and if Employer subsequently retains any subcontractors on this project Employer will ensure their compliance with E-Verify.

This ____ day of _____, 2018.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 2018.

My Commission Expires: _____

Notary Public

|||
Official/Notari
al Seal)
(Affix