

CITY OF WASHINGTON

SERVICE CONTRACT AGREEMENT

TERMINATION FOR CAUSE AND CONVENIENCE

The contract may be terminated by the City if (a) the Contractor fails to prosecute the work as directed within the time specified, (b) fails to perform the work in a manner satisfactory to the City, or (c) if the Contractor shall become insolvent or be declare bankrupt. The City Of Washington shall give notice in writing to the Contractor and his surety of such delay, neglect or default, specifying the same and if the Contractor within ten (10) days after such notice has not complied, the City Of Washington has full power and authority, without violating the contract to remove the work out of the hands of the Contractor and to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable. All costs and charges incurred by the City, together with the completion of the project shall be deducted from any monies due or which may become due to the Contractor. If the expenses incurred are greater than the amount which would be payable to the Contractor, then the Contractor and the Surety shall be liable and shall pay the City the amount of said excess.

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, 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, 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 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

DHS SEAL, LOGO, AND FLAGS

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

“This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.”

FIXED PRICE

Proposers shall submit proposals on a fixed price basis, the contract shall be awarded on this basis unless otherwise provided for in the City Of Washington Purchasing Policy And Procedures. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

A COPY OF OMB'S MEMO IS AVAILIABLE HERE

<https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

OFFICE NUMBER _____

THE FOLLOWING IF APPLICABLE

FEDERAL EMPLOYEE IDENTIFICATION NUMBER _____

NC CONTRACTOR'S LICENSE NUMBER _____

TITLE _____

PRINTED NAME _____

SIGNED _____

DATE _____

REQUEST FOR PROPOSAL

The City Of Washington is requesting proposals from qualified firms for repair of electrical damages from Hurricane Florence at The Washington Police Department located at 201 West 3rd Street Washington NC 27889. Proposals will be received in the Office of the Purchasing Agent, City Of Washington Warehouse, 203 Grimes Road, Washington, North Carolina 27889 until 10:00 AM (EDST) on October 26, 2018 and immediately thereafter publicly opened and read for the Repair Of Electrical Damages From Hurricane Florence. Instructions for submitting proposals and complete specifications will be available in the Office of the Purchasing Agent, City Of Washington Warehouse, 203 Grimes Road, Washington, North Carolina during regular office hours, which are 7:00AM – 3:30PM Monday through Friday. The City Of Washington reserves the right to reject any or all proposals. **The scheduled start date for this project is November 06 2018 with an end date of December 21 2018. If this project is not completed by December 21 2108 there will be a \$100.00 penalty per day until project is completed.**

Late proposals will not be considered.

SECTION I
GENERAL INSTRUCTIONS
RELATED TO THE PURCHASE OF APPARATUS, SUPPLIES,
MATERIALS, AND EQUIPMENT

1.0 NOTICE TO PROPOSERS

Proposals, subject to the conditions made a part hereof, will be received in the Office of the Purchasing Agent, City Of Washington Warehouse, 203 Grimes Road, Washington, North Carolina 27889 until 10:00 AM (EDST) on October 26, 2018, the day of opening. **Proposals submitted in a fax in response to this Request For Proposal will not be acceptable, however proposals may be emailed to Jnelson@washingtontnc.gov. Late proposals will not be considered.**

2.0 STANDARD FORMS REQUIRED

Each proposer must submit a proposal on the enclosed form. **The proposal must be signed by an authorized official of the firm. Proposers must also include a statement of qualifications, supply a copy of coi insurance, and list 3 references. This information must be turned in along with the Request For Proposal.**

3.0 PREPARATION OF PROPOSAL

Proposals must be in sealed envelopes clearly marked on the outside **Repair Of Electrical Damages From Hurricane Florence along with the bid opening date and time.** Proposals shall be addressed to Jennifer Nelson, City Of Washington Warehouse, 203 GRIMES ROAD, WASHINGTON, NORTH CAROLINA 27889.

4.0 TIME FOR OPENING PROPOSALS

Proposals will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Purchasing Agent, City Of Washington Warehouse, 203 Grimes Road, Washington, North Carolina. Proposers or their authorized agents are invited to be present.

5.0 BID BOND / PERFORMANCE BOND / PAYMENT BOND

A bid bond is **NOT** required for this proposal. A performance bond is **NOT** required for this proposal. A payment bond is **NOT** required for this proposal.

6.0 NC SALES TAX

Do **not** include NC sales taxes in proposal figure; however, The City Of Washington does pay sales tax. Sales tax should be added to the invoice as a separate item.

7.0 EXCEPTIONS TO BE CLEARLY STATED

If proposal is not in strict accordance with Section II, "Specifications," the proposer must list or note all exceptions **on the Request for Proposal Form**, otherwise, it is fully understood that the successful proposer will furnish equipment and/or materials exactly as specified. The City Of Washington reserves the right to accept or reject proposals with noted minor deviations from specifications and to determine the lowest responsible, responsive proposal from the standpoint of quality, performance, and price.

8.0 EVALUATION AND AWARD OF PROPOSAL

The City Of Washington reserves the right to reject any and all proposals, to waive any and all informalities, and to disregard all nonconforming or conditional proposals or counter proposals. In evaluating proposals, The City Of Washington shall consider whether the proposals comply with the prescribed requirements, plus all alternates or options requested. The City Of Washington reserves the right to include or exclude any option or alternative in The City Of Washington's opinion is in The City Of Washington's best interests. If a proposal is to be awarded, it will be awarded to the lowest responsible, responsive proposer whose evaluation by The City Of Washington indicates that the award will be in The City Of Washington's best interests. Only firm prices will be considered for award of this proposal.

9.0 PROMPT PAYMENT DISCOUNTS

Proposers are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it may be considered in the award of the contract.

10.0 NUMERICAL ERRORS

In the case of a discrepancy between a unit price and the extension (the unit price multiplied by the number of units), the unit price governs. In the case where numerical proposals are stated both in numbers and in words, the words govern.

11.0 BID WITHDRAWAL

A Proposer must notify The City Of Washington in writing of its request to withdraw a proposal within seventy-two (72) hours after the proposal opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the proposer must demonstrate that a substantial error exists and that the proposal was submitted in good faith.

12.0 MINORITY BUSINESS PARTICIPATION PROGRAM

The City Of Washington has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

13.0 CONTRACT PERIOD

The scheduled start date for this project is **November 06 2018** with an end date of **December 21 2018**. If this project is not completed by December 21 2018 there will be a \$100.00 penalty per day until project is completed.

14.0 MANUFACTURER

Proposer is to specify the manufacturer of items being quoted.

15.0 CONTACT INFORMATION

Questions regarding this proposal request should be directed to Jennifer Nelson, Purchasing Agent, at (252) 975-9308, or by email at Jnelson@washingtonnc.gov

16.0 TERMS AND CONDITIONS

The attached Terms and Conditions apply to all purchases made by The City Of Washington and must be considered as part of the bid proposal.

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SECTION II
CITY OF WASHINGTON
REQUEST FOR PROPOSAL
REPAIR OF ELECTRICAL DAMAGES FROM HURRICANE FLORENCE

SPECIFICATIONS

17.0 SCOPE OF WORK

1. Replace all line voltage electrical wiring and devices located within the floor of the building and up to six inches above the floor which is the reported high water line. This is including but not limited to receptacles, junction boxes, baseboard heaters, and range outlets.
2. Replace exterior wiring for flag pole lighting presently at ground level at the north side main public entrance verifying operation and terminate in junction box north side will accept a flood / spot light.
3. Temporarily provide a minimum of two 20 amp GFCI protected receptacles available for use by others performing repairs for the duration of this project.
4. The proposer shall perform a site survey and verify the quantity and location of all devices and wiring to be repaired.
5. The proposer must obtain necessary permits and coordinate with the responsible City Of Washington representative to gain access to the building.

18.0 INFORMATION AND DESCRIPTIVE LITERATURE

Proposers are to furnish all information requested. Further, as may be specified elsewhere, each Proposer must submit with its proposal: cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal does not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.

19.0 AWARD OF CONTRACT

As directed by statute, qualified proposers will be evaluated and acceptance made of the lowest responsible, responsive proposer most advantageous to The City Of Washington as determined upon consideration of such factors as prices offered, the quality of the article(s) offered, the general reputation and performance capabilities of the proposer, substantial conformity with the specifications and other conditions set forth in the proposal, the suitability of the article(s) for the intended use, the related services needed, the date(s) of delivery and performance, and such other factors deemed by The City Of Washington to be pertinent or peculiar to the purchase in question.

20.0 GOVERNMENT RESTRICTIONS

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify The City Of Washington Purchasing Agent, at once, indicating in its letter the specific regulation which required such alterations. The City Of Washington reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or, in the sole discretion of The City Of Washington, to cancel the contract.

21.0 INSURANCE

22.0 Coverage – During the term of the contract, the Proposer at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

22.1.1 Workers' Compensation – The Proposer shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident, covering all Proposers employees who are engaged in any work under the contract. If any work is sublet, the Proposer shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

22.1.2 General Liability – Commercial Liability Coverage written on an "occurrence" basis in the minimum amount of \$1,000,000 per occurrence.

22.1.3 Automobile – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of \$1,000,000 per accident.

23.0 Requirements - Providing and maintaining adequate insurance coverage is a material obligation of the Proposer. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina by the Commissioner of Insurance. The Proposer shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Proposer shall not be interpreted as limiting the Provider's liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to The City Of Washington's Purchasing Agent.

24.0 PATENTS AND COPYRIGHTS

The Proposer shall hold and save The City Of Washington, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, including reasonable attorney fees, on account of any copyrighted articles or any patented or unpatented invention, device or appliance manufactured or used in the performance of this contract.

25.0 PATENT AND COPYRIGHT INDEMNITY

The Proposer will defend or settle, at its own expense, any action brought against The City Of Washington to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages, and attorney fees finally awarded against The City Of Washington in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following: (1) that Provider shall be notified promptly in writing by The City Of Washington of any such claim; (2) that Provider shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that The City Of Washington shall cooperate with Proposer in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from The City Of Washington's modifications not authorized by the Proposer or from the use of combination of products provided by the Proposer with products provided by The City Of Washington or by others; and (5) should such product(s) become, or in the Proposer's opinion likely to become, the subject of such claim of infringement, then The City Of Washington shall permit Proposer, at Proposers option and expense, either to procure for The City Of Washington the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product.

26.0 EXCEPTIONS

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Proposer's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Proposer may be

grounds for rejection of the Proposer's proposal. The Proposer specifically agrees to the terms and conditions set forth in this set of Terms and Conditions by affixing its name on the signatory page contained herein.

27.0 CONFIDENTIAL INFORMATION

Except as provided by statute and rule of law, The City Of Washington will keep trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Proposer. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

28.0 INSPECTION AT BIDDER'S SITE

The City Of Washington reserves the right to inspect, at a reasonable time, the item, plant, or other facilities of a prospective Proposer prior to contract award and during the contract term as necessary for The City Of Washington's determination that such item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. Proposer may limit The City Of Washington access to restricted areas.

29.0 GOVERNING LAWS

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

30.0 ADMINISTRATIVE CODE

Proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code and General Statutes and Laws of the State of North Carolina.

31.0 EXECUTION

In the discretion of The City Of Washington, failure of a duly authorized official of Proposer to sign the Signatory Page may render the proposal invalid.

32.0 CLARIFICATIONS/INTERPRETATIONS

Any and all questions regarding these Terms and Conditions must be addressed to The City Of Washington's Purchasing Agent. Do not contact the user directly. **These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by Provider and the The City Of Washington's Purchasing Agent.**

33.0 SITUS

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

34.0 TERMINATION OF AGREEMENT

The City Of Washington or Provider may terminate this Agreement for just cause at any time. Proposer will be paid for all time and expenses incurred as of the termination date. Termination for just cause by either party shall be by certified letter and shall be effective thirty (30) days after signed and acknowledged receipt of said letter. Just cause shall be based on reasonable grounds, and there must be a fair and honest cause or reason for such action. The causes for termination, include, but are not limited to: (1) Proposer's persistent failure to perform in accordance with the Terms and Conditions, (2) Proposer's disregard of laws and regulations related to this transaction, and/or (3) Provider's substantial violation of the provisions of the Terms and Conditions.

35.0 FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In any such event of force majeure, the parties shall advise each other of such event, and the parties shall negotiate an equitable adjustment to their respective obligations under this Agreement.

36.0 INTEGRATED CONTRACT

These Terms and Conditions, Instructions to proposers, Specifications, and the selected proposer's proposal represents the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

37.0 CONTRACT PROVISIONS

Each of the provisions of these Terms and Conditions shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision or any other provisions.

38.0 E-VERIFY

E-Verify - I understand 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 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

39.0 IRAN DIVESTMENT ACT CERTIFICATION

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran

Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

40.0 UNIFORM GUIDANCE

Contracts funded with federal grant or loan funds 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).

41.0 PROPOSER SAFETY REQUIREMENTS

41.1 Proposer is required to comply with all current NIOSH Safety and Health standards that are applicable to the work being performed by the Contractor for the City of Washington.

41.2 The City shall have the right but not the obligation to stop work if a condition is observed that is considered immediately dangerous to the life or health of a proposer's employee. The job shall be closed until the situation is corrected. The City's representative shall attempt to first contact the person designated by the proposer to handle questions or situations concerning safety. However, the City does not have to allow this situation to persist to satisfy any requirement to contact this person. The City shall not be liable for any expense or damages incurred by the proposer due to job closure that is the result of a condition that is immediately dangerous to life and health.

42.0 ACCIDENT REPORTING REQUIREMENT

Accidents that occur on the job site of a proposer working for the City shall be reported to the City's Risk Manager immediately.

CITY OF WASHINGTON

REQUEST FOR PROPOSAL

REPAIR OF ELECTRICAL DAMAGES FROM HURRICANE FLORENCE

EXCEPTIONS TO SPECIFICATION

Please provide detailed information for all exceptions and any substitutions.

COST /EXECUTION OF CONTRACT

By submitting this RFP, the potential proposer certifies the following:

- ▶ RFP, Hold Harmless Statement for the City and is signed by an authorized representative of the firm.
- ▶ Can obtain insurance certificated as required in the specified length of time following the notice of award.
- ▶ Cost and availability of all equipment, materials and supplies associated with performing the services described here in have been determined and included in the proposed cost.
- ▶ All labor cost, direct and indirect, have been determined and included in the proposed cost.
- ▶ If exceptions to the specifications exist, they must be clearly listed on page 11 "Exceptions of Specifications."

Therefore, in compliance with the Request For Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this RFP is accepted within specified date from the date of opening.

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

OFFICE NUMBER _____

CELL PHONE NUMBER _____

EMAIL _____

THE FOLLOWING IF APPLICABLE

FEDERAL EMPLOYEE IDENTIFICATION NUMBER _____

NC CONTRACTOR'S LICENSE NUMBER _____

TITLE _____

PRINTED NAME _____

SIGNED _____

DATE _____

CITY OF WASHINGTON

REQUEST FOR PROPOSAL

REPAIR OF ELECTRICAL DAMAGES FROM HURRICANE FLORENCE

The undersigned proposer hereby declares that he has carefully examined the requirements and specifications herein, has visited the site and examined all conditions affecting this project and will provide all materials, equipment and appurtenances required for the following project.

TOTAL COST _____

The scheduled start date for this project is November 06 2018 with an end date of December 21 2018. If this project is not completed by December 21 2108 there will be a \$100.00 penalty per day until project is completed.

Letter of Compliance to E-Verify for The City Of Washington

1. I have submitted a request for proposal or desire to enter into a contract with The City Of Washington.
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. ____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. ____ I employ less than fifteen (15) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. ____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. ____ Employ less than fifteen (15) employees in the State of North Carolina.

Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)