



MEMORANDUM

FROM: Purchasing Division, Buncombe County Finance

SUBJECT: LPG Conversion RFP

DATE: March 10, 2010

Thank you for your interest in the LPG Conversion RFP for vehicles within the Buncombe County Transportation department, Mountain Mobility.

This contract will be paid using ARRA (American Recovery and Reinvestment Act) funds. Please be sure to read over all parts of the RFP, by submitting a response you agree to all terms included in the packet.

When submitting your response to RFP 2010LPG the below items must be included for your proposal to be considered:

- 1) Completed Drug-free statement/Extended price page
- 2) Completed Non-collusion/Agreement sheet
- 3) Completed reference sheet
- 4) Completed Appropriate Minority Participation Form
(Either MB Form 1 or MB Form 2 must be submitted with proposal)
- 5) Completed pricing spreadsheet

NOTICE TO BIDDERS

Sealed bids for **LPG Conversion for Mountain Mobility Transportation Vehicles** should be mailed or delivered to: Richard (Mac) Houck, Mountain Mobility, 2000 Riverside Drive, Suite 17, Asheville, NC 28804 no later than 3:00p.m.(EST), Tuesday, March 23, 2010. Fax copies and bids submitted after 3:00pm, March 23, 2010 will not be accepted.

To prevent accidental opening, bids shall be clearly marked on the envelope, **“Quotation Request #2010LPG, LP Gas Conversion for Mountain Mobility Transportation Vehicles. Do not open until 3:00pm, March 23, 2010.”**



**BUNCOMBE COUNTY PURCHASING DIVISION
35 WOODFIN STREET, 2ND FLOOR, ROOM C2500
ASHEVILLE, NORTH CAROLINA 28801**

Telephone: (828) 250-4130

Fax: (828) 250-6081

Date of issue: March 9, 2010

**QUOTATION REQUEST # 2010LPG
REQUEST FOR FORMAL PROPOSAL**

Pursuant to General Statutes of North Carolina Section 143-131 as amended, bids and proposals will be received by the Purchasing Agent for the County of Buncombe on the following:

LPG Conversion for Mountain Mobility Vehicles

Proposal is due by 3:00 PM, (EST), Tuesday, March 23, 2010.

Proposals are to be delivered to:

Richard (Mac) Houck
Mountain Mobility
2000 Riverside Drive, Suite 17
Asheville, NC 28804
828-258-0186

Complete specifications and instructions can be obtained by contacting:

Richard (Mac) Houck
Mountain Mobility
2000 Riverside Drive, Suite 17
Asheville, NC 28804
828-258-0186

Buncombe County encourages bids from minority businesses by providing certified minorities an equal opportunity to participate in all aspects of the procurement process.

Buncombe County reserves the right to reject any and all bids and award a contract in the best interest of Buncombe County.

Request for Proposal

Authorized by:

Buncombe County Purchasing

Department: Transportation Division

BID # 2010LPG

Specifications

1. INTENT: Contractor shall provide all labor, equipment and materials to convert 10 of Mountain Mobility's Ford E-Series fleet vehicles to operate with the PRINS Alternative Fuel System. The proposed conversions will be required to take place onsite at the Contractor's maintenance facility.
2. SPECIFIC REQUIREMENTS.
 - 2.1. The conversion of Mountain Mobility's 10 fleet vehicles would entail altering the current gasoline fed engines to run primarily on propane gas with the option to switch over to gasoline if necessary. Mountain Mobility will contract with a 3rd party provider to assist with all aspects of the proposed conversions. Prior to going into a contractual agreement the selected contractor will be required furnish all appropriate EPA certificates of conformity.
 - 2.2. Any questions shall be referred to Richard Houck, Mountain Mobility Operations Manager, email richard.houck@buncombecounty.org
 - 2.3. Description of the Proposed Project:
 - 2.3.1. The proposed project will entail a contractor assisting Mountain Mobility with all aspects of the vehicle conversion process. Mountain Mobility has a fleet of 42 vehicles mostly consisting of Ford E-350 Super Cargo Vans. The 10 fleet vehicles that perform the greatest quantity of service miles on an annual basis will have the PRINS dual fuel system installed. The contractor will inspect these vehicles and determine what size motor fuel tank will be installed.
 - 2.3.2. Following the fuel tank determination the contractor will work with Mountain Mobility to have the systems appropriately installed. Installation will be performed by either the contractor or another maintenance provider that is qualified to install the PRINS system. Whichever entity is utilized will be trained by the contractor to install the PRINS system. By training local maintenance providers to perform the installations, Mountain Mobility will have trained technicians readily available to conduct routine and uncommon maintenance, as well as any future vehicle conversions. Also by having trained vehicle maintenance technicians available Mountain Mobility will be able to easily move the PRINS dual fuel system from retiring vehicles to replacement vehicles as fleet vehicles reach the end of their life expectancy. The contractor will be required to continue to provide any technical support needed for operation of the PRINS dual fuel systems.
 - 2.3.3. Once the conversion process is complete the contractor will enter into a motor fuel contract with Mountain Mobility. The contractor will install and maintain a refueling station in a secure and accessible location determined by Mountain Mobility. The contractor will then set up a delivery schedule of fuel for this refueling station in accordance with Mountain Mobility's needs. Once this refueling station is properly installed the contractor will provide training to Mountain Mobility employees to ensure its operation is handled correctly. The contractor will renew this training once a year to guarantee the refueling station is effectively operated. Mountain Mobility will be responsible for providing a safe unobstructed location for the refueling station, as well as securing any required permits.
 - 2.4. Project Specific Requirements:

- 2.4.1. Mountain Mobility requires that the PRINS Alternative Fuel System be used as the primary dual fuel system to be installed on its fleet vehicles. The PRINS Alternative Fuel System is a vapor sequential injection that allows vehicles to operate on either propane or gasoline (i.e. dual fuel system). The installation process of this system requires 12 hours to complete and consists of 6 basic components: a fuel tank, a VSI reducer, injector and rails filter units, ECU Computer, and an operating switch.
- 2.4.2. To begin this process the appropriate fuel tanks will be installed in a safe and accessible location on Mountain Mobility's vehicles. The contractor will predetermine where the fuel tanks will be installed. A fuel line will then be connected from the tank to the engine compartment. Filters will be installed in the fuel line to clean any particles out of the fuel to prevent damage to the injectors. These filters will also measure the fuel pressure and temperature.
- 2.4.3. Secondly, the VSI reducer is installed into the coolant system lines, which is an instrument that converts liquid propane to a vapor form and reduces the pressure of the fuel into a working pressure. The injectors are then installed on an injector rail and mounted onto the manifold to provide connection with the reducer. In other words, the fuel flows from the tank through the filters, reducer, and into the injectors.
- 2.4.4. Thirdly, the ECU Computer is mounted and wired in circuit with the vehicles current computer system. Once this is complete the operating switch is mounted in an area on the dashboard of the vehicle which is easily visible and accessible to the driver. The operating switch is wired to the fuel tank to monitor the propane fuel level and the other components of the PRINS system. The operating switch is touch operated and can easily manage the driver's fuel choice between propane and gas. After these components are installed the vehicle is connected to a computer and programmed with the necessary specifications.
- 2.4.5. Once the conversions are complete, approximately 24 percent of Mountain Mobility's fleet vehicles will be equipped with the PRINS Alternative Fuel System. The PRINS Alternative Fuel System will have the same lifespan as any fuel injector system provided by vehicle manufacturers. The individual parts involved with the PRINS Alternative Fuel System can be replaced without replacing the whole system. Another benefit of the PRINS Alternative Fuel System is that it can be easily transferred from retiring vehicles and installed on replacement vehicles. This will be an uncomplicated process as long as the replacement vehicles injector system is comparable with the PRINS Alternative Fuel System.

2.5. Evaluation of Project Success

- 2.5.1. 10 Ford E-Series fleet vehicles will be converted to operate with the PRINS Alternative Fuel System, which accounts for 24% of Mountain Mobility's existing fleet size. In order to track the success of this effort the selected contractor will be required to track the progress of each installation through invoices and reports provided by the conversion technicians showing the installations have been successfully completed. The contractor must ensure the installations fully meet EPA requirements for certificates of conformity before confirming the completion of an installation.
- 2.5.2. The contractor will be required to provide Mountain Mobility with monthly and annual fuel reports to portray how much gasoline has been displaced by liquid propane.

3. GENERAL REQUIREMENTS:

3.1. Vehicle Conversion Location: To occur onsite at the Contractors maintenance facility

- 3.1.1. The contractor shall be required to carry adequate insurance on their maintenance facility to ensure Mountain Mobility's vehicles are covered in the event of fire, vandalism, theft, or any unforeseen potentially damaging situation.

- 3.2. Mountain Mobility's Representative: Richard Houck, Operations Manager, Phone (828) 258-0186, Ext. 307
- 3.3. Delivery of Vehicles to Contractor: Mountain Mobility will be required to deliver vehicles to the maintenance facility and will also pick the vehicles up when the work is complete. If the selected Contractor has adequate automotive insurance Mountain Mobility will allow for the Contractor to shuttle vehicles to and from their maintenance facility. Documentation of the automobile insurance will be required prior to allowing this to occur.
- 3.4. Timeframe for Completion of Conversions: This work shall be completed in eight to twelve hours after the vehicle is delivered. Mountain Mobility's Operations Manager will contact the contractor to confirm when a vehicle should be delivered for the conversions to take place.
 - 3.4.1. The project shall be completed within 1 month after formally establishing a contract.
- 3.5. All work shall be performed during normal work hours with no overtime required.
- 3.6. All work shall be performed by a licensed North Carolina automotive maintenance technician in accordance with the National Institute for Automotive Service Excellence.
 - 3.6.1. The contractor shall furnish Mountain Mobility with documentation of appropriate North Carolina automotive maintenance technician licenses prior to establishing a contract.
 - 3.6.1.1. The contractor will be required to keep all appropriate licenses up to date and provide Mountain Mobility with documentation of renewed licenses.
- 3.7. All work shall be performed by a licensed North Carolina automotive maintenance technician who has been certified to install the PRINS Alternative Fuel System.
 - 3.7.1. The contractor shall furnish Mountain Mobility with documentation of appropriate PRINS Alternative Fuel System certifications prior to establishing a contract.
 - 3.7.1.1. The contractor will be required to keep all appropriate certification up to date and provide Mountain Mobility with documentation of renewed licenses.
- 3.8. Taxes: The County is subject to the North Carolina sales taxes. These taxes, however, shall not be shown on the bid form. Taxes shall be listed separately on the invoice.
- 3.9. Freight, Delivery Costs: All freight shall be included in the bid price.
- 3.10. Addendum: Where Changes to specifications will be made by written addendum. Prospective bidders may make appointments to discuss these specifications. This, however, does not relieve prospective bidders from the written request for clarification or changes to the specifications.
- 3.11. The County of Buncombe reserves the right to postpone bid openings for its own convenience & reject any proposal.
- 3.12. Warranty: All workmanship and materials shall be warranted by the contractor for a minimum period of one (1) year for the date of acceptance of the completed job. Any defects which develop as a result of poor workmanship shall be replaced or repaired at the contractor's expense.
- 3.13. All materials used to perform preventative maintenance shall be new.
- 3.14. Terms of payment: Net 30 days
- 3.15. The Contractor shall provide all labor, equipment and materials necessary to complete the contract.

3.16. All bids must be submitted on the enclosed forms.

3.17. Evaluation and Selection of Bids: The evaluation of vendor bids shall center on the match between the stated specification requirements in the final bid request and the vendor's proposed equipment including selection of the lowest responsible bidder, with consideration of past performance, service record and reliability. The statutory provisions controlling purchasing by local government in North Carolina (GS 143-131) includes selection standards for use in making of awards. The provision reads: "All contracts shall be awarded to the lowest responsible bidder, taking into consideration quality, performance and the time specified in the bids for the performance of the contract." The County of Buncombe reserves the right to accept or reject any or all bids and proposals and further specifically reserve the right to make the award or awards in the best interest of the agency.



CONTRACT WORK - GENERAL CONDITIONS

INSTRUCTIONS

- 1 **FAMILIARITY WITH WORK AND CONDITIONS:** Before preparing bids, bidders are urged to visit the site of the project to inform and familiarize themselves with all conditions involved and under which the project is to be constructed or apparatus erected or installed. Buncombe County will not be responsible to the Contractor for payments other than as set out in the contract price, should construction conditions be different from those assumed or contemplated by the Contractor. The Contractor is required to satisfy himself, before bidding as to the correctness of the site topography as indicated by the plans.
- 2 **FAMILIARITY WITH LAWS, ETC.:** The bidder is assumed to have made himself familiar with all Federal, State, and local laws, ordinances and regulations which may in any manner affect those engaged or employed in the work or the materials or equipment in or upon the work, or in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of the ignorance thereof. If the bidder or contractor shall discover any provisions in the plans, specifications or contract which are contrary to or inconsistent with any such law, ordinance, or regulation, he shall forthwith report it to the County's Representative in writing.
- 3 **INTERPRETATION OF PLANS AND SPECIFICATIONS:** If any prospective bidder is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Owner's Representative a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Owner's Representative will not be responsible for any other explanations or interpretations of the proposed document. The Contractor shall acknowledge receipt of all addenda on the bid form.
- 4 **BID RESPONSE METHOD AND REVIEW FOR INFORMAL CONSTRUCTION PROJECTS \$499,999.00 AND UNDER:** Proposals in this category must be submitted electronically via BUNCOMBE COUNTY'S ELECTRONIC BIDDING SYSTEM. The system is accessible at the Buncombe County Website: <http://www.buncombecounty.org/governing/depts/Purchasing/>. Bidder shall state in the bid response: the delivery time for supplies and materials and/or completion date for services or construction. To be considered, the bids shall be submitted electronically by the specified close time (EST) stated in the bid. If a vendor does not wish to submit a bid but desires acknowledgement of response, the bidder shall submit a "no bid" response utilizing the Buncombe County electronic system.
- 5 **BID RESPONSE METHOD FOR CONSTRUCTION FORMAL PROPOSALS \$500,000.00 AND ABOVE:** For construction work \$500,000.00 and above, each bidder must submit a proposal on the blank form herewith provided. Each bidder shall sign his proposal correctly, and proposals may be rejected if they show any omissions, alterations of form, additions not called for, or other irregularities of any kind. Bids in the formal range shall be enclosed in a sealed envelope. The bid surety, if applicable, shall be enclosed in a separate sealed envelope. Each of these envelopes shall be marked as to its content, either bid or bid surety, and shall contain the name and address of the contractor.

Both envelopes shall be inserted in a third sealed envelope. This envelope shall be marked with the bidder's name, address, license number, if applicable, the bid number, and title of the bid. The bid shall be mailed or brought to the Buncombe County Purchasing Department, 35 Woodfin Street, 2nd floor, Asheville, North Carolina 28801.
- 6 **OPENING OF FORMAL CONSTRUCTION PROPOSALS:** Formal Proposals will be opened publicly and read promptly at the time bid is due, also known as closing time (Eastern Standard Time), date and place set forth on the cover page of the bid request. Bidders or their authorized agents and other interested parties are invited to be present. A bidder may not withdraw his bid for a period of sixty (60) days after the opening thereof.
- 7 **GOVERNING LAW AND FORUM:** Submission of a bid shall constitute acknowledgment and agreement by the bidder that the bidding process, and any contract awarded pursuant to a bid is governed by the law of North Carolina. Any litigation in which Buncombe County is a party pertaining to a bid, or any litigation to enforce or interpret the terms of a contract awarded pursuant to a bid, must be brought in the General Court of Justice of Buncombe County, which shall have exclusive venue.

- 8 **AWARDING OF CONTRACT:** Buncombe County, North Carolina, will award contract or contracts based upon funds being made available for such construction. The contract or contracts will be awarded to the lowest responsible bidder or bidders; PROVIDED, however, that in the interest of standardization and/or ultimate economy, materials, equipment, and/or apparatus other than the cheapest in price may be selected. Consideration will be given only to proposals of contractors who are experienced in the class of work proposed and who can refer to projects of similar magnitude and/or character as have been completed by them. (Calendar days shall be used in the determination of the total extended bid.) The County also reserves the right to reject any or all proposals and to waive formalities or technicalities, as it may deem to be in its best interest.
- 9 **EXECUTION OF CONTRACT:** The successful bidder shall promptly execute the formal contract to be approved by the County. Owner reserves the right to reject any and all bids until the time the County executes the contract, or the County Manager provides to the contractor written confirmation that the proposal is accepted.
- 10 **NONDISCRIMINATION IN EMPLOYMENT:** During the performance of this Contract the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, color, or religion, sect, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to 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 by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- 11 **COORDINATION OF WORK:** During the performance of this contract it shall be the responsibility of the General Contractor to pursue the orderly progress of work stages throughout the project including coordinating the work of subcontractors.
- 12 **DRUG-FREE WORKPLACE:** The Buncombe County Board of Commissioners requires all vendors or contractors providing supplies and/or service to the County of Buncombe to maintain a drug-free workplace. Companies that provide supplies and/or services to the County shall certify that they have implemented effective policies and procedures to maintain a drug-free workplace. Upon request the vendor or contractor shall provide documentation to support this certification.
- 13 **MINORITY AFFAIRS:** Buncombe County encourages bids from minority businesses by providing certified minorities an equal opportunity to participate in all aspects of the procurement process.

14 DEFINITIONS

Whenever in these specifications and contract documents the following terms, or pronouns are used, the intent and meaning shall be interpreted as follows:

- BIDDER:** Any individual, firm, corporation, or partnership submitting a proposal of the work contemplated.
- CONFLICTING TERMS:** Where any item in the General Conditions conflicts or is inconsistent with an item contained elsewhere in the Contract documents, the inconsistent item set forth elsewhere in the Contract documents shall control.
- CONTRACT:** The agreement covering the furnishing of materials, equipment, and/or apparatus and the performance of the work. The Contract shall include the Proposal, Plans and Drawings, Specifications, Bonds, Addenda, Insurance Certificate, General, Special and Supplemental Conditions, Note and Instruction to Bidders.
- It should be thoroughly understood that all items and sections herein contained are hereby made a part of the specifications and contract and are to be considered one instrument. The intent is to make them explanatory one of the other. No papers attached to or bound with any of the above shall be detached therefrom, as all are necessary parts thereof.
- The sub-headings in these specifications are intended for convenience of reference only, and shall not be considered as having any bearing on the interpretations thereof.
- CONTRACTOR:** Any individual, firm or corporation with whom a Contract is made by Buncombe County, North Carolina, and who is duly licensed by the State of North Carolina.
- "OR EQUAL" CLAUSE:** The name of a certain brand, make, or definite specification is to denote the quality standard of the article desired, but does not restrict bidders to the specific brand, make or manufacturer named. It is to set forth and convey to prospective bidders the general style, type, character, and quality of the article desired. Wherever the words "or equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment substantially equivalent to that named and which is suited to the same use and capable of performing the same function as that named.
- OWNER:** Buncombe County, North Carolina

REPRESENTATIVE:	The Owner shall designate one or more persons to be its representative. This person may be an architect, engineer, or member of the Board of County Commissioners or other qualified person or persons designated to oversee the project. The County of Buncombe shall give all instructions to the Contractor through this designated representative.
PLANS:	All drawings, or reproductions of drawings, pertaining to the construction under the Contract.
PROPOSAL:	The approved prepared form on which the bidder is to submit or has submitted his proposal for the contemplated work.
RIGHT-OF-WAY:	The area that has been acquired for the location, installation and maintenance of a public or private utility, roadway drainage facility, sewer lines and water lines. The bounds of the rights-of-way are shown and defined on the Plans.
SPECIFICATIONS:	The directions, requirements and provisions herein contained in the Notice to Bidders, Definitions, Instructions to Bidders, General Conditions, Detailed Conditions, Proposal, Agreement, and Addenda, relating to the method and manner of performing the work, or the quantity and quality of material to be furnished, or the results to be obtained under the Contract.
STREET:	The whole right-of-way between building line or property lines.
SUB-CONTRACTOR:	Any individual, firm or corporation with whom a Contractor with the written consent of the Owner's Representative, sublets, assigns, or otherwise disposes of any part of the work covered by the contract.
SURETY:	The corporate body, which is bound with and for the Contractor, who is primarily liable and which engages to be responsible for the Contractor for his acceptable performance of the work for which he has contracted.

GENERAL CONDITIONS OF CONTRACT

1. **SCOPE:** The work to be performed under these specifications is to cover the completed work shown on the plans or called for herein. The Contractor shall furnish all machinery, tools, equipment, materials, and labor necessary to complete the work.
2. **OBSERVANCE OF LAWS:** The Contractor shall at all times observe and comply with all Federal, State and Local laws, ordinances, regulations, and all such decrees as exist at present or may be enacted during period of construction, by bodies or tribunals having any jurisdiction or authority over the work, in any manner affecting the conduct of the work. No plea of misunderstanding will be considered on account of his ignorance thereof.
3. **PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary, for the due and lawful prosecution of the work unless otherwise noted in the specification or plans herein.
4. **NOTICE AND SERVICE THEREOF:** All notices to the Contractor shall be in writing and shall be signed by an authorized representative of the County. Such notices can be delivered in person to the official representative of the Contractor or mailed to the Contractor's official address. Such delivery in person or by mail shall constitute service of the notice.
5. **ASSIGNMENTS:** The Contractor shall not assign or sub-contract the whole or any part of this contract or any monies due or to become due hereunder without written consent of the County. Any instrument of assignment shall contain a clause substantially to the effect of the following; it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of work under this contract.
6. **MUTUAL RESPONSIBILITY OF CONTRACTORS:** If, through acts of negligence on the part of the General Contractor any other contractor or sub-contractor shall suffer loss or damage on the work being performed, the General Contractor agrees to settle with such other contractor or sub-contractor by agreement of arbitration, if such other contractor or sub-contractor will so settle.
7. **PUBLIC CONVENIENCE AND SAFETY:** The Contractor at all times shall conduct the work in such a manner as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and of the residents along and adjacent to the work shall be satisfactorily provided for, including provisions and maintenance of access to passageways and entrances into public and private property. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient warning lights and danger signals, provide watchmen, and take all precautions necessary of the protection of the work and safety of the public. Any necessary signs shall be mounted according to appropriate legal ordinances. The Contractor shall provide and maintain in a neat and sanitary condition, toilet facilities for use by his employees.

The Contractor shall, at his own risk and expense, shore up and otherwise protect buildings, bridges, fences, walls, property monuments, pipes and other structures and objects legally existing along the line, or adjacent to the work; and in the event of any injury to such public or private property by reason of, or consequent upon any act, omission, neglect or misconduct in the execution of the work provided for herein, the Contractor shall, at his own cost and expense make all such repairs as may be necessary to restore such property to its former condition. Failure on the part of the Contractor to make all necessary repairs, or to satisfy any legal demand or liability, shall confer upon the County the right to make, or have made such repairs and discharge any such liability and demand, and cost and expense thereof shall be deducted from any monies due the Contractor under this Contract.

The Contractor shall not, without proper consent, enter upon or occupy any property or land except public street roadways. He shall not cause any hindrance to or interfere with any individual firm, corporation, highway organization or public utility, in the pursuance of their usual work and shall commit no public nuisance. The Contractor's attention is called to the fact that there may possibly be delays because of work to be done by the aforementioned organizations in repairing or relocating poles, conduits or other facilities, and he is requested to cooperate in any way possible to assure completion of the project as quickly as possible. It is distinctly understood that the Contractor will have no claims whatsoever against Buncombe County for any delay resulting from work performed by these organizations.

It is clearly understood that it is the responsibility of the Contractor to maintain reasonable cleanliness of all streets which are used in the construction of the project. When in the opinion of the Owner's Representative, any street inside or outside of the project becomes excessively dusty or unclean due to its use by the Contractor's equipment, the Contractor shall thoroughly clean the above mentioned streets to a degree acceptable to the Owner's Representative. At the completion of the project the Contractor shall thoroughly clean the above mentioned streets to degree acceptable to the Owner's Representative. The inspection of these streets will be a part of the final inspection.

8. **INDEMNIFICATION OF THE COUNTY:** The Contractor shall indemnify and hold harmless and keep harmless the County from and against any and all liabilities, claims, demands and judgments for damages arising out of or from injury to or death of persons or damage to property arising out of or as a result of any negligent act or omission in connection with the performance of the work.
9. **CONTRACTOR'S INSURANCE:** The Contractor shall be required to procure and maintain, at its sole cost and expense, insurance as follows:
 - 9.1 Workers compensation at the statutory amount. Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits. Employer's liability with minimum limits of \$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limit.
 - 9.2 Comprehensive general liability covering all operations performed by the Contractor or by any subcontractor with minimum limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate or at amounts to be determined by the County.
 - 9.3 Builder's Risk "All Risk" Insurance in the amount of 100% of the contract.
 - 9.4 Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, with the same limits as in item 9.2 above.
 - 9.5 Contractual Liability Insurance covering the Contractor's assumption of liability under indemnification of the County as required by Section 8 of the General Conditions of this Contract, with the same limits as in item 9.2 above.
 - 9.6 The Contractor shall provide the County with certificates of insurance evidencing the above amounts. The builders risk and liability certificates shall name Buncombe County as an additional insured.

Before commencing work, the Contractor shall furnish the Owner's Representative with certificates of insurance on an approved form. The certificates shall provide that policies shall not be canceled or changed until thirty (30) days written notice has been given to the Owner's Representative. All insurance shall be procured from reputable insurers authorized to do business in North Carolina. Before approving any agreement between the Contractor and the subcontractor, the Owner's Representative shall require certificates of insurance from the sub-contractor certifying that provisions itemized in 8, 9.1, 9.2, 9.4 and 9.6 above are in full force and effect.

INTERPRETATION OF PLANS: The approved plans will show the locations, details, and dimensions of the work contemplated, which shall be performed in accordance therewith and in accordance with the specifications. Any deviation from the plans, specifications, etc., as may be required by exigencies of construction in all cases will be determined by the Owner's Representative. If, in the opinion of the Owner's Representative, it becomes necessary to make minor alterations in the plans or in the character of the work, and such alterations result in increased cost or in decreased cost to the Contractor, a fair and equitable sum, therefore, to be agreed upon in writing by the Contractor and the Owner's Representative before such work is begun, shall be added to or deducted from the contract as it deems to be in its best interest. No allowance will be made for anticipated profits.

In all cases, the figured dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error/omission in the plans, or of any discrepancy between the plans and specifications, and the Owner's Representative shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the plans as construed by him, and his decision shall be final.

10. **INSPECTION OF MATERIALS AND WORK:** The Contractor shall furnish the Owner's Representative every reasonable facility to ascertain whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. Inspectors employed by the County shall be authorized to inspect all work done and materials furnished, and such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. An Inspector shall be assigned to the work and report to the Owner's Representative as to the progress of the work and the manner in which it is being performed; also to report whenever it appears that the material furnished and the work performed by the Contractor fail to fulfill the requirements of the Specifications and the Contract, and to call to the attention of the Contractor such failure or other default. Such inspection, however, shall not relieve the Contractor from any obligations to perform all the work strictly in accordance with the requirements of the Specifications. In case of any disputes arising between the Contractor and the Inspector as to the materials furnished or the manner of performing the work, the Inspector shall have authority to reject materials or suspend work until the question at issue can be referred to and decided by the Owner's Representative. The Inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, nor to approve or accept any portion of the work or issue instructions contrary to the Plans and Specifications. The Inspector shall in no case act as foreman or perform duties for the Contractor, nor interfere with the management of the work by the latter. Any instructions which the Inspector may give the Contractor in such circumstances shall in no way be construed as binding the Owner's Representative or Buncombe County, or releasing the Contractor from the fulfillment of the terms of the contract.

The Contractor shall remove, at this own expense, any work or material condemned as unsatisfactory by the Owner's Representative and shall rebuild and replace the same without extra charge to the standard required by the Specifications, and in default thereof, the same may be done by the County and the cost deducted from any monies due or to become due to the Contractor, or the cost shall be charged against the "Contract Bond" deposited.

11. **CONTRACT PERIOD:** The Contract Period as defined shall begin on the date set forth in a letter to proceed from the Owner's Representative to the Contractor. This date shall be approximately ten (10) days after the acceptance of the Contractor's Proposal by the County Commissioners. The Contractor shall begin work on the date set forth in the letter to proceed unless a delay in the starting time has been granted to him by the Owner's Representative. Should the Contractor, for any reason request a delay in the starting time, he shall make such request in writing to the Owner's Representative prior to the starting time set forth in the letter to proceed. Should the work or delivery of materials be interrupted and delayed by the County, the time of completion shall be extended by the amount of time of said delay or interruption. The County retains the right to extend the time for completion of the work.
12. **PROSECUTION OF WORK:** The work shall be prosecuted from as many different points in such part or parts and at such times as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment, and labor as is considered necessary to assure its completion within the time set forth in the Contract. The Contractor may discontinue the work only when written permission has been obtained from the Owner's Representative to do so. When permission is granted by the Owner's Representative to discontinue work, the Contractor shall notify the Owner's Representative at least twenty-four (24) hours prior to resuming operations. The Contractor shall keep a minimum of one (1) fully staffed crew on the job at all times with a competent and reliable representative present, authorized to receive orders and act for him.
13. **PAYMENTS TO CONTRACTOR:** Each calendar month, the County will make a partial payment to the Contractor on the basis of a duly certified and approved estimate, by the Contractor, of the work performed during the preceding calendar month under this contract, but to insure the proper performance of the contract, the County will retain ten (10%) percent of the amount of each estimate until final completion and acceptance of all work covered by this contract. When the Contractor has completed the work in an acceptable manner in accordance with the terms of the contract, the Owner's Representative shall make a final inspection of this project, and upon completion of all necessary repairs or renewals, he shall certify in writing as to said completion and shall further certify as to the entire amount of each class of work performed and as to the value thereof. All prior certificates or estimates, upon which payment may have been made, being merely partial estimates, are subject to correction in the final payment.

The Contractor shall pay all sales and use taxes or other taxes required by law. The Contractor shall submit with each invoice a certified statement setting forth the cost of the property purchased from each vendor and the amount of state and local sales and/or use taxes paid thereon. Vendor shall state on each invoice the county in which North Carolina sales tax is paid. In the event the Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the state and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of state and local sales or use tax paid thereon by the Contractor. Similar certified statements by his subcontractors must be obtained by the General Contractor and furnished to the claimant. Any local sales or use taxes included in the Contractor's statements must be shown separately from the state sales or use taxes. The Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure being erected, altered or required for the governmental units or agencies referred to in this Regulation. Examples of property on which sales or use tax has been paid by the Contractor and which should not be included in the Contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc. (Ref: N.C. Sales and Use Tax Regulation 42)

The County will require full release of all claims for materials or labor furnished for this work, and prior to the payment of the final estimate, the Contractor shall furnish the County with a written statement sworn before a Notary Public to the effect that all payments have been made for labor and materials used in this construction, and that claims, suits and proceedings of every name and description against the County, its officers and agents, have been settled. The Contractor shall also furnish the County, prior to the payment of the final estimate written permission from the Contractor's bondsmen that such final estimate be paid to the Contractor.

14. ADDITIONAL WORK: The County may require the Contractor to do work not provided for in the Proposal should such circumstances arise which, in the opinion of the Owner's Representative, are necessary for the proper protection and completion of the work embraced in this contract. The Owner's Representative will provide an estimate of all additional work to be performed and a letter ordering such work to the Contractor. Additional work will be done and payment will be made only when such letter has been received by the Contractor.

14.1 Additional work will be authorized, performed, and payment made in accordance with the stipulations for such work as listed below.

14.1.1 Work Not Provided for in Contract: Prices for work not provided for will be based on a price agreed upon by both the Owner's Representative and the Contractor. When a price cannot be agreed upon the work will be done on a Force Account basis. The following provisions will be met when Force Account work is performed.

14.1.2 Payment for skilled and common labor at regular rate of pay established by A.G.C. Payment for a foreman when, in the opinion of the Owner's Representative, a foreman is required.

14.1.3 Social Security, Old Age, and all other benefits usually made by the Contractor, except those benefits based on the profit of the company.

14.1.4 All materials when listed with invoices.

14.1.5 All equipment used at an hourly rate established by A.G.C.

14.1.6 Ten percent (10%) of the total sum of provisions above added for profit and overhead.

15. COMPLETION BY COUNTY UPON WORK ABANDONMENT OR TERMINATION FOR CAUSE: The Contractor further agrees that if the work to be done under this Contract shall be abandoned, or if the Contract shall be assigned by said Contractor otherwise than as herein provided, or if at any time the Owner's Representative shall be of the opinion and shall so certify in writing to said County that the work is unnecessarily or unreasonably delayed, or that said Contractor is willfully violating any terms of conditions of this Contract or is not executing the Contract in good faith, or is not making such progress in the execution of said work as to indicate its completion within the time specified, the County shall have the right to notify the Contractor to discontinue said work or such part or parts thereof as said County may designate; and said County shall thereupon have the power and the right to employ by contract or otherwise, and in such manner at such prices as it may determine, any persons, and obtain any materials, equipment, and other means of construction which it may deem necessary to complete the work herein described, or such part or parts of it as said County may have designated; also the power to use such equipment and materials and means of construction of every description as may be found upon the line of said work, both such as enter into the complete work and such as necessarily used in and about the same, and to procure other materials for the completion of said work and for carrying out the terms of this Contract; also to charge the expense of all said superintendents, labor, material, equipment, and other means of construction to the Contractor; and the expense so charged shall be deducted and paid for by the County of the monies as may be due or become due at any time thereafter to the Contractor under this Contract, or any part thereof. In case such expense shall exceed the sum which would have been payable under this Contract, if the same had been completed by said Contractor, then said Contractor shall pay the amount of such excess to said County after notice of the excess so due.

16. TERMINATION FOR BREACH: In the event that any of the provisions of preceding paragraphs of this Contract violated by the Contractor or any subcontractor of the work, Buncombe County may terminate the Contract by serving written notice upon the Contractor of its intention to terminate said Contract, and unless, within ten (10) days after the serving of such notice, violating shall cease, the Contract, shall upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, Buncombe County may take over the work and prosecute the same to completion or otherwise for the account and at the expense of the Contractor and/or subcontractor, and the Contractor and his sureties shall be liable to Buncombe County for any excess cost occasioned Buncombe County in the event of any such termination, and Buncombe County may take possession of and utilize in completing of the work such material, appliance, and plans as may be on the site of the work and necessary therefore. This clause shall not be construed to prevent the termination for other causes provided in the Construction Contract.
17. WARRANTY: The Contractor warrants to the Owner (and the Owner's Representative) that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
18. All materials and workmanship shall be warranted by the Contractor and subcontractors for a period of one (1) year from the date of acceptance of the completed job. Any defects which develop as the result of defective materials or workmanship shall be repaired or replaced at the Contractor's (subcontractor's) expense.
19. Notwithstanding any provision in the Contract to the contrary, Contractor and the County agree that in the event the County is not appropriated sufficient funds for the renewal of this Contract (if such appropriation is specifically required to pay the Contract payments herein); and funds are not otherwise available to the County to pay the Contractor; and there is no other legal procedure by which payment can be made to Contractor; and the non-appropriation of funds did not result from any act or failure to act on the part of the County, the County shall have the right to terminate this Contract by a Notice to such effect serviced not less than thirty (30) days prior to the end of the County fiscal year (hereinafter the "notice"). Should the County provide Contractor with notice, Contractor may request from the County an opinion of County's counsel affirming the facts stated herein along with all reasonable requested documentation which provides sufficient proof of such facts.
20. GOVERNING LAW AND FORUM: Submission of a bid shall constitute acknowledgment and agreement by the bidder that the bidding process, and any contract awarded pursuant to a bid, is governed by the law of North Carolina. Any litigation in which Buncombe County is a party pertaining to a bid, or any litigation to enforce or interpret the terms of a contract awarded pursuant to a bid, must be brought in the General Court of Justice of Buncombe County, which shall have exclusive venue.
21. CONSTRUCTION/REPAIR PROJECTS: For all construction and/or repair projects, all contractors shall have the applicable North Carolina Builders, HVAC, or Mechanical licenses.

BUNCOMBE COUNTY PURCHASING DIVISION
35 WOODFIN STREET, 2ND FLOOR, ROOM C2500
ASHEVILLE, NORTH CAROLINA 28801

Issue Date: March 9, 2010
Due Date: March 23, 2010, 3:00 PM

Telephone: (828) 250-4130

Bid # 2010LPG

Name of Firm: _____

Address: _____

Telephone: _____ FAX: _____

QTY.	DESCRIPTION		PRICE	EXTENDED PRICE

In accordance with the general conditions of this bid, I certify that my firm presently has a procedure in effect regarding a drug-free workplace.

I hereby certify that I am authorized to sign as a representative of the Firm.

BID SUBMITTED BY: _____

TITLE: _____

DATE: _____

NON-COLLUSION STATEMENT

THE UNDERSIGNED AFFIRMS THAT THE PROPOSAL MADE HERE-IN IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON OR PERSONS, MAKING ANY OTHER PROPOSAL FOR THE ABOVE ITEM(S). THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

THAT _____ (FIRM NAME) IS NOT CONNECTED IN ANY OFFICIAL CAPACITY WITH BUNCOMBE COUNTY, AND THAT NO PERSON OR PERSONS ACTING IN SUCH CAPACITY ARE DIRECTLY OR INDIRECTLY INTERESTED HEREIN OR IN ANY OF THE PROFIT ARISING OR ANTICIPATED FROM THIS TRANSACITON.

IN MAKING THIS PROPOSAL, IT IS UNDERSTOOD AND AGREED THAT THE CONDITIONS SET FORTH IN THE ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS AND SPECIFICATIONS TOGETHER WITH THE PROPOSAL SHALL FORM A PART OF AND BE CONSTRUED WITH THE CONTRACT MADE UNDER THE SAME.

THE ACCEPTANCE OF THIS PROPOSAL BY BUNCOMBE COUNTY, AS EVIDENCED BY THE ISSUANCE OF A BUNCOMBE COUNTY PURCHASE ORDER, WILL BE HELD TO BE A MUTUAL AGREEMENT AS TO EACH AND EVERY CLAUSE OF THIS PROPOSAL AND TO CONSTITUTE A CONTRACT BETWEEN THE PARTIES HERETO.

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____

BUNCOMBE COUNTY PURCHASING
SUPPLEMENTAL FORM
TO BE RETURNED WITH QUOTATION

VENDOR'S NAME & ADDRESS

COMMERCIAL REFERENCES - THREE (3)

NAME OF FIRM:
ADDRESS OF FIRM: _____ _____
CONTACT PERSON:
TELEPHONE NUMBER:
FAX NUMBER:
NAME OF FIRM:
ADDRESS OF FIRM: _____ _____
CONTACT PERSON:
TELEPHONE NUMBER:
FAX NUMBER:
NAME OF FIRM:
ADDRESS OF FIRM: _____ _____
CONTACT PERSON:
TELEPHONE NUMBER:
FAX NUMBER:

MINORITY BUSINESS PLAN MINIMUM COMPLIANCE REQUIREMENTS

The **annual verifiable goals** for Buncombe County for minority business participation in construction projects (other provisions apply depending on project type & funding), procurement projects, professional and other service projects are as follows:

CONSTRUCTION:	12% Overall for all minorities
PROCUREMENT:	10% Overall for all minorities
PROFESSIONAL:	10% Overall for all minorities
OTHER SERVICES:	10% Overall for all minorities

Buncombe County does not certify minority businesses. Any business desiring to be recognized by Buncombe County as a certified minority business must have proof of certification from either the North Carolina Office for Historically Underutilized Businesses, NC DOT, or The Small Business Administration

WHAT MUST BE DONE TO SUBMIT A RESPONSIBLE BID

Find the ONE instance that applies to you.

- YOU ARE SUBCONTRACTING USING MINORITY BUSINESSES: Complete MB Form 1
- YOU ARE NOT SUBCONTRACTING ANY WORK: Complete MB Form 2

MB Form 1 (MB Utilization Commitment) – This form states the amount of minority business participation on the named project. The bidder must turn this form in at the time of the bid if the firm will be subcontracting whether or not minority and woman owned firms are used.

MB Form 2 (Letter Of Intent To Perform Work Without Subcontracting) – This form provides that the Bidder does not customarily subcontract work on this type of project. **This form must be turned in with the bid.**

A listing of certified minority businesses can be obtained at www.doa.state.nc.us/hub

SUBCONTRACTING PAYMENT REQUIREMENTS:

The Contractor must provide to Buncombe County via the Purchasing Division an itemized statement of payments made to each MB subcontractor with each request for payment and before final payment.. The form is MB Form 5, which is the documentation of contract payments by general contractors to minority and women firms. If you have questions, please Contact us at (828) 250-4800.

MB FORM 1

MB UTILIZATION COMMITMENT
(Must be submitted with bid if subcontracting)

We, _____, do certify
that on the _____
(Project Name)

_____ (Project Number) _____ (Dollar Amount of Bid)

We will expend a minimum of _____% of the total dollar amount of the contract with certified minority business (MB) enterprises. MBs will be employed as vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. If the Bidder intends to subcontract, this form must be completed and submitted with the bid regardless of the amount or lack of participation attained.

Indicate Name and Phone Number of Firm	Category	MB of Work	Description	Value	Dollar
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

The undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that s/he has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Bidder/Company _____

By: _____

Title: _____

MB FORM 2
STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

(No Other MB Forms Need to Accompany this form and it is due @ bid opening)

We, _____, hereby certify that it is our intent to

perform **100% of the work required** for the Mountain Mobility Preventative Maintenance contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own work forces; and

The bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that s/he has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____:

Name of Bidder/Company: _____

Signature: _____

Title : _____

CONTRACT PROVISIONS

By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing

in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and

Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.