

April 22, 2014

To Whom It May Concern:

Chatham County Emergency Operations is requesting price quotes from your agency for a one-year service contract with the option to renew for an additional year on 25 stand-by generators (please see attached). At a minimum we are requesting two scheduled site visits per year, one of which will be a full service (fluid and filter replacement etc.) of the generators including inspection, testing, and reporting. The second site visit will be only inspections, testing and reporting. Please price each generator separately on the attached generator list. The list is the same as your company may have bid on in 2012 with one addition which is a 100kw located at the MIS Department (Old Pittsboro Library).

A large number of these generators are in place for Chatham County 911 Communication Center so please give a brief statement as to your capabilities for emergency response, average response time, hourly rate for emergency response and generator rental capabilities and what percent mark-up is placed on parts that you would install.

The selected vendor will enter into a contract with the County and must provide proof of the insurance as stated in the sample contract attached. The selected vendor may be asked to produce references in Central North Carolina.

Effective September 4, 2013 local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractor comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The selected vendor will be required to complete and submit the E-verify affidavit as part of the contract process.

Please submit all quotes by email to tony.tucker@chathamnc.org by 5:00 pm May 23, 2014.

Sincerely,

Tony S. Tucker
Chatham County
Emergency Operations Director

Chatham County Generator Service List

Quantity	Model	Size	Fuel Type	Location	Cost
01	Spectrum	535kw	Diesel	Water Plant Jordan Lake	
01	Kohler	180kw	Diesel	West Chatham Senior Center	
01	SDMO	125kw	Diesel	Water Maint. Trailer Mounted	
01	SDMO	120kw	Diesel	EOC Pittsboro	
01	Armstrong	100kw	Diesel	COA Pittsboro	
01	SDMO	60kw	Diesel	EOC Pittsboro Trailer Unit	
01	Spectrum	300kw	Diesel	Water Tower Jack Bennett Rd.	
01	Spectrum	60kw	Diesel	EOC Pittsboro Trailer Unit	
01	Gillette	42kw	LP	Sheriff's Office	
01	Generac	35kw	Diesel	Bynum Lift Station	
01	Spectrum	19kw	LP	Chatham Middle School	
01	Gillette	12kw	Gas	EOC Pittsboro Portable	
01	Gillette	12kw	Gas	Siler City EMS Base	
01	Sentry Pro	12kw	LP	Alltel Tower Pittsboro	
01	Generac	10kw	LP	Harpers Cross Roads	
01	Generac	8kw	LP	Fire Tower Pittsboro	
01	Gillette	8kw	LP	Hart's Farm Tower	
01	Onan	5.5kw	Gas	Mobile One Pittsboro	
01	Gillette	5kw	Gas	EOC Pittsboro	
01	HiPower	60kw	Diesel	EOC Pittsboro Trailer Unit	
01	Kohler	35kw	Diesel	EOC Pittsboro Trailer Unit	
01	Sentry Pro	30kw	Diesel	Courthouse Annex	
01	Kohler	350kw	Diesel	Hwy 902 Pittsboro	
01	Gillette	65kw	LP	Back-up EOC	
01	Baldor	100kw	Nat. Gas	MIS-Old Pittsboro Library	

What is your average emergency response time to a failure? _____

What is your hourly rate for an emergency response? _____

How many rental generators do you have available? _____

What is your mark-up percentage on parts installed? _____

Vendor Name: _____

NORTH CAROLINA

AGREEMENT FOR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this ___ day of _____, **20** by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "County"), and _____, (hereinafter referred to as "Contractor").

WHEREAS, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor's industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The initial term of this Agreement commenced on _____, **20** and shall end on or before _____, **20**.
2. **Scope of Service:** The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.
3. **Compensation:** As compensation for the services to be provided by Contractor, the County shall pay the Contractor the amount \$ _____ payable within thirty (30) days from receipt of invoice, or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage

Worker's Compensation
Statutory Limits

General/Professional Liability

\$100,000 bodily injury per person (BI)
\$500,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD)

Automobile Liability

\$250,000 bodily injury per person (BI)
\$100,000 property damage (PD) or

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

5. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and

safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the County or its designated legal counsel, accountants or practice management consultants any information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

7. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

8. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

9. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County
Attn: Charlie Horne
Post Office Box 1809
Pittsboro, North Carolina 27312

Contractor Name:
Attn:
Address
City, State, Zip

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

10. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

11. Modifications: This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

12. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

13. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

14. Termination: This Agreement may be terminated as follows:

- (i) Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be

terminated by the County for default. Grounds for termination for default shall include, but not be limited to:

- (a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
 - (b) Failure to maintain equipment in accordance with the requirements of the this Agreement and with all laws.
 - (c) Lack of proper insurance as required under this Agreement.
 - (d) Charging rates or fees in excess of those provided in this Agreement.
 - (e) Inefficient, or unsafe practices in providing services.
 - (f) Other actions which impact unfavorably on the faithful performance of this Agreement.
- (ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor those costs directly attributable to services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

15. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the Chatham County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

16. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.

17. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

(The remainder of this page intentionally left blank)

18. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, shall complete and return to the County the E-Verify affidavit, attached hereto as Appendix 2). If Contractor or any Contractor's subcontractors, are subject to the provisions of N.C. Gen. Stats. §64-26(a), Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Vicki McConnell, Finance Director

Chatham County:

By: _____
Charlie Horne, County Manager

Contractor

By: _____
Name and Title of Owner/Manager/Officer
Contractor Name
Address
City, State, Zip
Phone:
Email:

APPENDIX 1

SCOPE OF WORK

PROJECT NAME:

SCOPE OF SERVICE:

TOTAL COSTS: which includes all Reimbursables.

COMPLETION DATE:

SAMPLE

APPENDIX 2

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

AFFIDAVIT

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This ____ day of _____, 20____.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 20____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)