

# REQUEST FOR PROPOSAL

## COMMISSION CHAMBERS AUDIO VIDEO SYSTEM UPGRADE



**JULY 29, 2020**

## BRUNSWICK COUNTY, NORTH CAROLINA

PREPARED BY:  
STEVE RANDONE, MANAGEMENT INFORMATION SERVICES CIO  
BRUNSWICK COUNTY GOVERNMENT  
PO Box 249  
BOLIVIA, NORTH CAROLINA 28422

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1. Project Summary

1.1. The purpose of this RFP is to provide a Commission Chambers Audio/Video solution upgrade that will support both physical and virtual meetings. Detailed requirements are contained in the Scope of Work attached hereto as Exhibit A.

Any changes to the Scope of Work or any specifications will be made in the form of an Addendum to this Request for Proposal and will be supplied to all parties. Brunswick County will negotiate and refine a final Scope of Work with the selected Proposer. Brunswick County reserves the right to negotiate additional services with the selected Proposer at any time after the initial contract award.

1.2. Timeframes

1.2.1. Work should be scheduled to begin within 2 weeks of contractor selection and project completion on or before October 2, 2020.

1.3. How to respond and what to include

1.3.1. Bid proposal materials should be delivered to:

Mail:	Andrew Byron Brunswick County MIS P.O. Box 249 Bolivia, NC 28422
Hand Delivered:	Andrew Byron Building E 45 Courthouse Dr SE Bolivia NC 28422

1.3.2. Include an overview of the company with specific references to any supplemental materials (where applicable) and references with contact information for at least two (2) current or former clients.

1.3.3. Include a signed copy of the acceptance of terms letter Exhibit C.

1.3.4. Include four (4) copies of your detailed proposal.

1.3.5. Include a detailed extended warranty proposal with pricing.

1.3.6. Place the content in a sealed envelope and clearly mark **“Brunswick County Commission Chambers Audio/Video Upgrade Proposal”** on it.

#### 1.4. Price Proposal

- 1.4.1. Bid must include a detailed breakout of all equipment needed.
- 1.4.2. Detailed pricing for all listed equipment
- 1.4.3. A detailed description of the system configuration and system function.

#### 1.5. Walk-Thru

- 1.5.1. A Walk-Thru will be conducted on August 7, 2020 at 9:00 am EST. RSVP to [chambers.rfp@brunswickcountync.gov](mailto:chambers.rfp@brunswickcountync.gov) prior to August 6, 2020. In accordance with CDC guidance on COVID-19, multiple walkthroughs may be required in order to ensure adequate social distancing. Attending the walkthrough is required for submission of a proposal. Brunswick County will contact all Proposers prior to August 7, 2020 if multiple walkthroughs are required.

#### 1.6. Project Question and Answers

- 1.6.1. All questions and answers submitted regarding this RFP will be posted until the proposal submission deadline on August 21, 2020 at 3:00 p.m. EST. Questions must be submitted to [chambers.rfp@brunswickcountync.gov](mailto:chambers.rfp@brunswickcountync.gov) via email by August 13, 2020. Questions and answers will be provided to all bidders in the form of an Addendum to this RFP and will be posted on the BrunswickCountyNC.gov website with the RFP.

#### 1.7. Proposal Submission Deadline and Opening: All proposals must be received by Brunswick County no later than August 21, 2020 at 3:00 pm EST.

Brunswick County will not be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time will not be considered. Incomplete proposals or proposals inconsistent with the required format may be disqualified from consideration.

Proposals will be opened on August 21, 2020 at 3:00 pm EST. Proposals submitted shall not be subject to public inspection until a contract is awarded.

#### 1.8. Evaluation Criteria

- 1.8.1. Pursuant to North Carolina General Statutes §§ 143-129.8 and 143-135.9, Brunswick County will award the contract to the Proposer who it deems submits the best overall proposal. When evaluating proposals, Brunswick County will form an evaluation committee to consider a variety of factors. The criteria for the evaluation will be the expertise, customer support structure, training program for users, customer response record, and financial stability of the Proposer. The evaluation committee will also consider the following criteria, without limitation:

- 1) Flexibility and capability of the proposed system
- 2) References provided by the Proposer
- 3) Technical support offered by the Proposer
- 4) Modern, accepted practices
- 5) Engineering, design, efficiency, and workmanship
- 6) Overall project costs
- 7) Maintenance costs
- 8) Availability of service and parts inventory
- 9) Operation costs
- 10) Delivery time
- 11) Warranties provided
- 12) Proposer's qualifications, experience, design skills and production capabilities
- 14) Completeness and appropriateness of response submitted with the County's stated goals
- 15) Performance based upon equipment quality and industry standards.

Proposals will be evaluated for conformance to the specification requirements. To be considered a responsive proposal, the Proposer must submit with the proposal documentation demonstrating Proposer's capability and experience in the design and implementations of similar systems.

The evaluation committee may initiate further discussions with Proposers it deems to fall within a competitive range. The evaluation committee's final recommendations will be based upon an analysis of the complete proposal submitted to the County. Brunswick County reserves the right to award a contract, based on the initial proposals received, without further discussion or negotiation.

#### 1.9. Standard of Award

After the evaluation committee has completed its review, the contract shall be awarded to the Proposer that Brunswick County deems to have submitted the best overall proposal. Brunswick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation. Brunswick County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and executed by both parties.

## 2. General Requirements

- 2.1. The Contractor acknowledges that Brunswick County Government will rely on Contractor's ability, expertise, and knowledge. Contractor shall be obligated to exercise the highest standard of care in performing its obligation.
- 2.2. The Contractor will direct its personnel to respect and abide by the authority of Brunswick County Government and/or its consultants on all matters related to the Contractor's operation at the Site, including but not limited to: Use of site resources such as elevators and loading docks, and the coordination of same; Connection to and use of utilities; Safety issues; Trash removal and site cleanliness; Site security.

## 3. Standards

- 3.1. The Contractor must be appropriately licensed and or certified for all applicable aspects of the project including audio/video installation and repair, low voltage systems, cable terminations, etc.
- 3.2. The Contractor's staff shall adhere to OSHA work site regulations and any other federal, state local laws and ordinances, and Contractor will be responsible for fines or other penalties resulting from any violation thereof.
- 3.3. The complete system material, equipment testing, installation and workmanship shall comply with requirements of:
  - 3.3.1. ANSI/EIS/TIA-568 and 568A latest revision for Commercial and Industrial Building Wiring Systems.
  - 3.3.2. Applicable local municipality codes.
  - 3.3.3. Manufacturer's recommendations for the respective equipment.
- 3.4. Installation of all equipment, devices, spliced, terminations, cables, etc. shall comply with manufacturer's recommendations.
- 3.5. The Contractor must have appropriate insurance as described in Exhibit B.

## 4. Materials, Equipment and Work Methods

- 4.1. The Contractor will use AMX, Extron or Crestron control and switching equipment.
- 4.2. The Contractor shall make no penetration of floors, walls, or ceilings without the prior consent of Brunswick County. Where penetrations through acoustical walls, fire rated walls or other walls for cableways are required, the Contractor shall properly seal penetration in compliance with applicable codes.

- 4.3. The Contractor will provide any necessary screws, anchors, clamps, tie wraps, distribution rings, wire, miscellaneous grounding, and support hardware, etc. necessary to facilitate the installation of this project.
  - 4.4. It shall be the responsibility of the Contractor to furnish any special installation equipment or tools necessary to properly complete the project. This may include, but is not limited to, tools for terminating cables, testing, and splicing equipment for copper/fiber cables, communication devices, jack stands for cable reels, or cable wenchers.
  - 4.5. At the completion of the project, the Contractor shall remove all waste and excess materials, rubbish debris, tools and equipment resulting from or used in the service provided under this contract. All clean up and removal noted above will be by the Contractor and at no cost to Brunswick County Government. If the Contractor fails in its duties under this paragraph, Brunswick County Government may, upon notice to the Contractor, perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the Contractor. In any event, it shall be the Contractor's responsibility to remove trash from the areas it is working in and remove all related trash from the worksites.
  - 4.6. The Contractor shall be responsible for printed labels for all cables and cords, distribution frames, and outlet locations, according to Brunswick County Government at the time of delivery. No labels will be written by hand. Machine labeling shall be used on all information outlets, patch panels, punch blocks, feed cables, etc.
  - 4.7. The Contractor shall ensure that the maximum pulling tensions of the specified distribution cables are not exceeded, and cable bends maintain the proper radius during the placement of the facilities.
5. Project Management
- 5.1. The Contractor will appoint a project manager. The manager will provide a project status update to Brunswick County Government each week and will provide an updated schedule of work completed and in progress.
  - 5.2. An initial planning meeting will be held after award of contract to finalize the installation schedule. This schedule shall include, but not limited to: Start and completion dates for each step, event, or activity of the week; List of key decisions required and dates for final decisions by Brunswick County Government. Scheduling of Commission Chamber access will be established with the Brunswick County Clerk to the Board of Commissioners office and all work being performed by the contractor must not interfere with or interrupt Commission Chambers meetings.

## 6. Estimates and Work Authorization

- 6.1. Estimates for work to be performed will be fixed price bids. All specifications, bill of materials, assumptions, and constraints for the work to be performed at the quoted price will be documented by the Contractor and supplied with the price list.
- 6.2. Changes in price must be documented and approved in writing by Brunswick County prior to the work being performed.
- 6.3. All work must be authorized in writing by Brunswick County before purchases or work is to be performed.

## 7. Delivery Acceptance and Warranty

- 7.1. Once all work has been completed, successful post-installation testing which yields 100% pass rating, test documentation has been submitted, Brunswick County Government is satisfied that all work is in accordance with contract documents, and an end user training session on the use of the system has been held; Brunswick County Government shall notify Contractor of formal acceptance of the system.
- 7.2. Contractor shall warrant installation against all product defects, and that all approved cabling components meet or exceed the requirements of TIA/EIAA-568A, TIA/EIA-568A-A5 for a period of twenty (20) years.
- 7.3. A warranty must be included that will cover materials and labor for a period of one (1) year.
- 7.4. An option to extend the warranty for a term of two (2) to five (5) years.

## 8. Installation Requirements

- 8.1. The Contractor will provide all material, equipment, supervision, etc. as required to furnish and install in a neat, professional, and discreet manner a complete audio/video solution upgrade.
- 8.2. All connecting cable, patch cords, wire management, labeling, and all other hardware necessary (unless otherwise specified by Brunswick County Government) will be provided by the Contractor.

## 9. Payment

- 9.1. The Contractor will charge no more than price agreed to unless a change in the scope of work, schedule and price are agreed to by the Contractor and Brunswick County Government in writing.
- 9.2. A deposit may be requested to offset the cost of no more than 50% of materials used in this project.
- 9.3. The Contractor will provide unit prices for all equipment installed.

## 10. Other Terms and Conditions

- 10.1 In addition to the terms and conditions contained in this Request for Proposal, by submitting a proposal, Proposer, if selected, agrees to enter into and be bound by the provisions of a Goods and Services Agreement in substantially the form attached hereto as Exhibit D and incorporated herein by reference. To the extent that any of the terms of this Request for Proposal and the terms of the Goods and Services Agreement conflict, the terms of the Goods and Services Agreement shall prevail. No work shall commence until an agreement has been fully executed by the parties.
- 10.2 Brunswick County will not be responsible for any costs or expenses incurred by the Proposer in submitting a proposal or for any other activities associated with this procurement.
- 10.3 In addition to other reservations of rights as set forth herein, Brunswick County reserves the right to reject, without prejudice or explanation, any or all proposals. Brunswick County reserves the right to waive informalities or technical defects in proposals or to amend the Scope of Work or specifications and request new proposals at any time prior to the award of a contract. All decisions of Brunswick County shall be final and binding. Brunswick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.

## 11. Exhibit A – Scope of Work

### **TECHNICAL SYSTEM DESCRIPTION**

The Commission Chambers will be updated with an audio/video upgrade consisting of high definition video, high quality audio with speech reinforcement, recording capability, HDMI connections with distribution amplifiers, and a simplified control system. Upon completion, the contractor will provide equipment and system use and connection schematic documentation. All equipment and component parts furnished shall be new, meet the requirements stated herein, and be in operable condition at the time of delivery. The features of such a system are detailed as follows.

#### ***Audio System***

The microphones/audio system must be integrated into the system to allow for each microphones audio to be heard/used in a virtual setting when necessary. The system should allow for the connection of telephonic audio. The microphones may be muted by the Commission Chair, either as a group or individually. Audio from the system will be digitally recorded for archival purposes.

#### ***Video System***

High definition cameras will be recommended and installed in the Commission Chambers, to capture views of the 5 commissioners, the podium, and the two side tables. The video from the cameras utilized to facilitate virtual meetings when necessary. Images will be recorded in a quad view. The Clerk to the Board may choose to transmit only a single camera view but the recording will always be in a quad-view mode.

The recording system will be in the equipment cabinet and will retain audio/video in H.264 codec video format for maximum compatibility. Approximately 80 hours or more of video must be able to be stored on the device. The files should be downloadable to a PC or Server for archival purposes. The system shall also provide compatibility for possible future production station for use in live broadcasting.

For local viewing during a virtual meeting, display(s) may be recommended to be mounted in the best viewing location. These displays would display images of the individual speaking remotely.

#### ***Control System***

A custom programmed control system will be installed allowing simplified operation by the Brunswick County Commission Chair and the Clerk to the Board. End user training on the control and complete system is required at project completion.

12. Exhibit B

**BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS**

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

A. **COMMERCIAL GENERAL LIABILITY** Covering all operations involved in this Agreement.

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

B. **WORKERS' COMPENSATION**

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

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

C. **COMMERCIAL AUTOMOBILE LIABILITY**

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

D. **PROFESSIONAL LIABILITY**

- \$1,000,000 Per Occurrence

E. **POLLUTION LIABILITY INSURANCE**

- \$1,000,000 Per Occurrence

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

**ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS**

- A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages,

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

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

D. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: \_\_\_\_\_

Contract #: \_\_\_\_\_

G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.

I. Certificate Holder shall be listed as follows; ATTENTION: Brunswick County Risk Manager  
30 Government Center Dr. NE, P.O. Box 249 Bolivia, NC 28422.

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this

Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Revised 01/2015

13. Exhibit C

## ***Video/Audio Upgrade Acceptance of Terms***

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

(Name & Title) \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I certify that all above listed information is correct and that I and my company will agree to meet or exceed all requirements as outlined in the Request for Proposal.

\_\_\_\_\_  
Name, Title (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

14. Exhibit D

**NORTH CAROLINA**

**BRUNSWICK COUNTY**

**GOODS AND SERVICES AGREEMENT  
[with FEMA clauses]**

**THIS GOODS AND SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part and { Vendor Name }, (hereinafter referred to as “Contractor”), party of the second part.

**WITNESSETH:**

**1. GOODS AND SERVICES; FEES**

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

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

**2. TERM OF AGREEMENT AND TERMINATION**

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

### **3. NONAPPROPRIATION**

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Contractor of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

### **4. COMPENSATION**

The County agrees to pay costs as specified in Exhibit "A" or as set out above for the satisfactory completion of the Project. Unless otherwise specified, Contractor shall submit monthly invoices to County and include detail of all product delivered or work performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Contractor, the County shall inform Contractor in writing of the disputed charges. Once the dispute has been resolved, Contractor shall re-invoice County for the previously disputed charges, and, per any resolution between County and Contractor, the County shall pay those charges in full at that time. No advance payment shall be made for the work to be performed by Contractor under this Agreement.

### **5. INDEPENDENT CONTRACTOR**

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

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

## 6. CONTRACTOR REPRESENTATIONS

- a. Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;
- d. In connection with Contractor's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- f. Contractor will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;
- g. The goods and services provided by Contractor under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- h. Contractor shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- i. Contractor acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- j. Contractor shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled

substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

## **7. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS**

The parties acknowledge that FEMA financial assistance will be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

## **8. WARRANTIES**

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

## **9. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA**

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

## **10. NON-ENDORSEMENT AND PUBLICITY**

County is not endorsing Contractor or the goods or services covered under this Agreement, and Contractor is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Contractor may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

## **11. NON-EXCLUSIVITY**

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

## **12. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**

Contractor hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

## **13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors or Providers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## **14. PROCUREMENT OF RECOVERED MATERIALS**

- (1) In the performance of this Agreement, Provider 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 Agreement performance schedule;
  - (ii) Meeting Agreement performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **15. ACCESS TO RECORDS**

The following access to records requirements apply to this Agreement:

- (1) Provider agrees to provide County, 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 Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Provider 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 Agreement.
- (4) In compliance with the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **16. DHS SEAL, LOGO, AND FLAGS**

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

## **17. SUSPENSION AND DEBARMENT**

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Provider is required to verify that none of the Provider's 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) Provider 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 County. If it is later determined that Provider 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 FEMA and County,

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.

## **18. INDEMNIFICATION**

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

## **19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Provider's actions pertaining to this Agreement.

## **20. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement.

## **21. MINORITY BUSINESS ENTERPRISES**

Provider will make "good faith efforts" to utilize Minority Business Enterprises (MBEs), pursuant to 2 C.F.R. § 200.321, for subcontractors in the performance of this Agreement.

## **22. INSURANCE**

Contractor shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional

Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Contractor shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Contractor shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

### **23. WORKERS' COMPENSATION**

To the extent required by law, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Contractor's obligations under this Agreement.

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

### **24. REMEDIES**

- a. **RIGHT TO COVER.** If Contractor fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
  - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods and/or services from a third party until the matter is resolved and Contractor is again able to resume performance under this Agreement; and
  - ii. Deduct any and all expenses incurred by County in obtaining the goods and/or performing the services from any money then due or to become due Contractor and, should the County's cost of obtaining the goods and/or performing the services exceed the amount due Contractor, collect the amount due from Contractor.

- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Contractor fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Contractor, notwithstanding anything to the contrary in this Agreement, Contractor agrees that it will not terminate this Agreement or suspend or limit any services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

## **25. TAXES**

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

## **26. HEALTH AND SAFETY**

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

## **27. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Provider agrees as follows:

- (1) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Provider 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. Provider 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) Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provisions shall not apply to instances in which the employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.
- (4) Provider 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 Provider's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Provider 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.
- (6) Provider 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.
- (7) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider 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.

- (8) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. Provider 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 Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Provider may request the United States to enter into such litigation to protect the interests of the United States.

## **28. COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT**

- (1) Provider. If applicable, Provider 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 Agreement.
- (2) Subcontracts. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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 Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)**

- (1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

**30. CLEAN AIR ACT**

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**31. FEDERAL WATER POLLUTION CONTROL ACT**

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Services which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **33. COMPLIANCE WITH E-VERIFY PROGRAM**

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

### **34. CONFIDENTIAL INFORMATION**

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

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

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

### **35. OWNERSHIP OF WORK PRODUCT**

Should Contractor’s performance under this Agreement generate documents or other work product that are specific to the Project hereunder, such documents or work product shall

become the property of County and may be used by County on other projects without additional compensation to Contractor.

### **36. NO ASSIGNMENT WITHOUT CONSENT**

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

### **37. GOVERNING LAW AND VENUE**

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

### **38. DISPUTE RESOLUTION**

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

### **39. GOVERNMENTAL IMMUNITY**

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

### **40. NON-WAIVER**

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

#### **41. ENTIRE AGREEMENT**

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

#### **42. HEADINGS**

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

#### **43. SEVERABILITY**

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

#### **44. AMENDMENTS**

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

#### **45. NOTICES**

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

For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022

For the Contractor: { Vendor Name }  
{ Vendor Address }  
{ Vendor City }, { Vendor State or Territory } { Vendor Zip }

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**46. SIGNATURES**

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

**BRUNSWICK COUNTY**

By: \_\_\_\_\_

Printed Name: Randell K. Woodruff

Title: County Manager

Date: \_\_\_\_\_

**{VENDOR NAME}**

By: \_\_\_\_\_

Printed Name: { Vendor Signatory Name }

Title: { Vendor Signatory Title }

Date: \_\_\_\_\_

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

\_\_\_\_\_  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

APPROVED AS TO FORM

---

Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

**EXHIBIT "A"**  
**GOODS AND SERVICES/FEES AND COSTS**