REQUEST FOR PROPOSAL (RFP)
FOR
2018 LAWN CARE MAINTENANCE
MARCH 14, 2018

The Onslow Water and Sewer Authority (hereinafter referred to as ONWASA) requests proposals for Lawn Care Maintenance. Proposals will be received in the office of the ONWASA Purchasing Agent at 228 Georgetown Road, Jacksonville NC 28540 until 2:00 pm **April 5, 2018**.

The successful proposer (hereinafter referred to as "Contractor") shall furnish all permits, materials, equipment and labor necessary for performing all work associated with mowing and trimming at ONWASA's Facilities named in this RFP. Work is to begin upon issuance of an executed Purchase Order.

The Request for Proposal is available at www.onwasa.com, by calling Cynthia Hewitt at (910) 937-7538 or by e-mail request made to chewitt@onwasa.com. Technical questions related to this Request for Proposal shall be addressed to Shawn Nason, Facilities Operations Supervisor at 910-937-7560, or by e-mail to snason@onwasa.com.

Contractors submitting a proposal are hereby notified that NC General Statutes relating to licensing of contractors will be observed in receiving proposals and awarding Contracts.

The use of subcontractors is not permitted.

A **Surety Bond** must be secured in the amount of the total agreed value of the contract by the Contractor prior to beginning work under this contract.

ONWASA reserves the right to reject any or all proposals, to waive informalities, and to accept any proposal which, in the opinion of ONWASA, appears to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the opening thereof.

INFORMATION FOR CONTRACTORS

1. SCOPE OF SERVICES

The successful Contractor shall furnish all permits and provide all materials, equipment and labor necessary to perform the services noted in this Scope of Services.

MOWING: Mowing will be performed on a bi-weekly basis. The grass shall be cut to a uniformed height, no greater than 2" from the ground, without skips or gaps.

TRIMMING AND EDGING: All curbs, sidewalks, ditches, buildings, poles, and transformers will be edged or trimmed at the time of the bi-weekly grass cutting. This should include expansion joints in the sidewalks and concrete curbing/gutter along the roads.

Precautions shall be taken to maintain blades on edging equipment in a sharp condition to provide a clean, even cut and to prevent uneven edging.

Trimming with string trimmers will be done in ditches, around trees, foundations, walls, and other structures to insure a neat appearance. The contractor shall replace all items that have been damaged during mowing and trimming operations.

USE OF HERBICIDE: No spraying of herbicide is allowed around any ONWASA facility included in this contract.

GRASS CLIPPINGS & DEBRIS: The contractor will remove all grass clippings that blow onto sidewalks, parking lots and roads. In the event of adverse weather causing trees or limbs to fall in the specified areas the Contractor will coordinate with ONWASA's representative on the extent of their responsibilities. Small sticks and branches along with trash will be removed by the Contractor during the bi-weekly mowing.

RECORD KEEPING: The Contractor shall keep and maintain records which will enable ONWASA, as well as the Contractor, to ascertain and determine clearly and accurately the sites that have been mowed. The method of record keeping shall be provided by the Contractor and approved by ONWASA prior to beginning the contract. Records shall conform to all applicable federal, state and local regulations.

The work shall be performed in accordance with all federal, state and local requirements. The Contractor shall obtain all necessary permits, and shall monitor and perform required regulatory agency reporting associated with the work.

Due to access limitations at each site electricity and sanitary facilities shall be provided by the Contractor and working hours are limited to weekday daylight hours, excluding holidays.

Site maps of these locations may be obtained by contacting Shawn Nason, ONWASA's Facilities and Collections Supervisor at snason@onwasa.com or by calling 910-938-7560.

Terms and Renewal: Contract will be effective upon issuance of an ONWASA purchase order, and will be for an initial term of twelve (12) months. Contractor is bound to the quoted prices for the full twelve (12) month term.

Upon each anniversary date of any resulting agreement, Owner and Contractor, upon mutual agreement, shall have the option to renew this contract for an additional twelve (12) month term. This contract may be renewed up to four (4) times resulting in a total of five (5) years.

Contract continuance and contract extensions will be contingent upon the appropriation of funds by ONWASA's Board of Directors.

2. SURETY BOND

A Surety Bond, in the amount of the total contract value shall be procured by the Contractor upon execution of the contract and prior to beginning work. ONWASA will be named as Additionally Insured on the Contractor's insurance policy for the duration of the contract.

3. SUBMITTAL OF PROPOSAL

Proposals may be hand delivered any time prior to the date and time for receipt of the proposals mentioned above or mailed to:

Onslow Water and Sewer Authority
Cynthia Hewitt, Purchasing Agent
228 Georgetown Road
Jacksonville NC 28540

Proposal pricing must be made on The Proposal Pricing Form provided in this document. The Proposal shall be signed by an officer or officers, authorized to execute legal documents on behalf of the Contractor.

Contractors are notified that NC General Statutes will be observed in receiving proposals and awarding Contracts.

4. METHOD OF PAYMENT

It is the desire of ONWASA to pay promptly. It is the Contractor's responsibility to submit invoices for completed work directly to the Finance Department, Onslow Water & Sewer Authority 228 Georgetown Rd, Jacksonville, NC, 28541, in order to ensure prompt payment. Contractors must complete the attached Vendor Application Form (Exhibit B) and the E-verify Affidavit (Exhibit C) when submitting bids. Payment will not exceed the proposed bi-weekly price for any facility, as provided on the Proposal Pricing Form.

5. PROPOSAL ADMINISTRATION

Any questions regarding the RFP or proposed contract must be submitted in writing, at least, five (5) business days prior to the submittal date for proposal and directed to the ONWASA Purchasing Agent. All responses that require a change to this Request for Proposal will be issued in the form of formal addendum directed to all prospective contractors.

ONWASA staff may be designated as authorized representatives of ONWASA. However, they are not authorized to change, amend, or interpret the specific terms, conditions or provisions of the proposed Contract.

6. ADDENDA

Any Addendum issued prior to the date set forth for proposal submittal shall be considered a part of the Proposal and shall be made a part of the Contract. It is the responsibility of the contractors to be aware of information issued in the form of an Addendum. Receipt of any and all addenda issued shall be acknowledged as indicated on the proposal submittal. Failure to acknowledge addenda will render the proposal non-responsive.

7. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a Proposal for the proposed Contract is in doubt as to the true meaning of any part of this Request for Proposal or finds discrepancies or omissions in this Request for Proposal, he/she may submit a request for an interpretation or correction to ONWASA's Purchasing Agent. Questions must be submitted in writing, at least five (5) business days prior to the submittal due date for this Proposal. Any interpretation or correction of the documents will be made only by an Addendum duly issued by ONWASA, and a copy of such Addendum will be posted on the ONWASA website.

Employees at the various sites/facilities are not authorized to change, amend, or interpret the specific terms, conditions or provisions of this Proposal or any subsequent Contract. ONWASA will not be responsible for any other explanations or interpretations of the documents.

8. WITHDRAWAL OF PROPOSAL

Any Contractor may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. Proposal shall remain valid for a period of ninety (90) days after submittal.

9. AWARD OR REJECTION OF PROPOSAL

If a contract is awarded, ONWASA will award to the lowest responsive, responsible Contractor who, in ONWASA's opinion, best complies with the criteria outlined in this Request for Proposal taking into consideration price, methodology, quality, past performance and the time specified in the proposal for the performance of the Contract.

ONWASA reserves the right to accept or reject any or all proposals if it may deem it best for the public good, and to waive any informality in the proposals received.

10. ISSUANCE OF CONTRACT

A Contract will be issued to the lowest responsive responsible Contractor as a whole for the entire county. ONWASA will not split up this contract up among the three areas of the county. ONWASA's Standard Contract Language for this type of work is provided as Exhibit A.

11. CONTRACT ADMINISTRATION

The selected Contractor will coordinate all activities described in the Contract with Shawn Nason, Facilities Operations Supervisor, by telephone at 910-937-7560 or by email at snason@onwasa.com.

12. E-VERIFY

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes by filling out the E-Verify Affidavit (Exhibit C).

13. IRAN DIVESTMENT

By acceptance of this contract, the Contractor affirms they are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

14. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.

The vendor or contractor 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. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

PROPOSAL FORMAT INFORMATION

1. DELIVERY OF PROPOSAL

It is the Contractor's responsibility to ensure that their proposal is received by ONWASA prior to the time and date specified for the receipt of proposals in this RFP. Any proposals received after that time and date shall be returned unopened.

2. PROPOSAL DOCUMENTS

All proposal documents shall be typewritten or printed in ink clearly and legibly in conformance with the instructions for submitting proposals.

Proposals shall be properly executed upon the Proposal Pricing Form included with this Request for Proposal. Numbers shall be stated in figures, and the signatures of all persons signing shall be original signatures. The completed forms shall be without interlineation, alterations, or erasures.

3. PROPOSAL FORMAT

The Proposal shall be submitted in the following format with all the requested information and documentation. Failure to provide the required information and documentation will be grounds for rejection.

a. Executive Summary

The proposal shall include a brief introduction describing the experience of the Contractor, the size of the Contractor, and the services provided by the Contractor.

b. Contractor Experience

The Contractor must provide references, with current contact information and work details of each contract.

The following information shall be furnished for at least five (5) similar contracts either completed or currently underway by the Contractor:

- Name of client's entity.
- Name and telephone number of client's contract manager.
- Contract description.
- Duration of each contract.

d. Capability to Provide Scope of Services

In this section of the proposal the Contractor shall describe, in detail, its capability to meet the demands of the Scope of Services and any proposed modifications or additions to the Scope of Services.

Information shall include:

1) Proposed Equipment

The Contractor shall provide a list of all proposed equipment assigned to this contract, as well as, a listing of equipment available for back-up use.

4. INSURANCE

Contractors must include with their proposal a Certificate of Insurance showing coverage limits as outlined in the ONWASA Standard Contract Language (Exhibit A).

2018 LAWN CARE MAINTENANCE
PROPOSAL PRICING FORM

This Proposal is submitted to Onslow Water & Sewer Authority.

Date: _____

Contractor: _____

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into a Contract with ONWASA to complete all work as specified or indicated in the proposal documents for the price specified below, within the time frames outlined, and in accordance with this Request for Proposal and the attached ONWASA Standard Contract Language (Exhibit A).

2. In submitting this Proposal, Contractor represents that:

   (a) Contractor has examined copies of all the Contract Documents and of the following addenda:

Date	Number
_____	_____
_____	_____
_____	_____

   (b) Contractor has examined each site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Contractor deems necessary.

   (c) Contractor will provide all necessary tools, machinery, apparatus, and all means necessary to complete the work and will furnish all materials, equipment, apparatus, and all else necessary to complete such work in a first class manner and in accordance with provided specifications.

   (d) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham proposal; Contractor has not solicited or induced any person, firm or a corporation to refrain from proposing; and Contractor has not sought by collusion to obtain for himself any advantage over any other Contractor or over ONWASA.

   (e) Contractor certifies that this proposal is made in good faith and without collusion or connection with any other person and that no official or employee of ONWASA will be admitted to any share or part of the Contract or any benefit therefrom if the Contract is awarded to this company.

3. Contractor will complete the work as described in the Proposal documents for the following price:

Swansboro Area				
Facility Name	**Address**	**Structure Type**	**Acreage**	**Bi-Weekly Price**
Bear Creek Tank	265 Hogans Rd	Elevated Tank	0.3	
Swansboro Tank	404 N 5th St	Elevated Tank	0.1	
Hubert Well #4	441 Riggs Rd	Well	0.28	
Hubert Well #3	346 Riggs Rd	Well	0.15	
Hubert Well #15	488 Riggs Rd	Well	0.25	
Hubert Well #10	1030 Riggs Rd	Well	0.5	
Hubert Well #2	266 Riggs Rd	Well	0.42	
Hubert Well #6	147 Riggs Rd	Well	0.1	
Hubert Well #11	331 Morton Farm Rd	Well	0.25	
Hubert Well #9	208 Hubert Blvd	Well	0.16	
Hubert Tank & Well 1	110 Old Hwy 172	Elevated Tank	0.6	
Hubert Well #7	116 Parkertown Rd	Well	1.29	
Hubert Well #8	145 Parkertown Rd	Well	0.28	
Hubert Well #12	304 Lee Rogers Rd	Well	0.25	
Hubert Well #13	3251 Freedom Way	Well	0.92	
Hubert Well #14	3248 Freedom Way	Well	0.92	
Piney Green LS	280 Freedom Way	Lift Station	1.13	
Hunters Creek LS	134 Viking Place	Lift Station	3.23	
Halls Creek LS	1304 Hammocks Beach Road	Lift Station	0.37	
Hogan Rd LS	270 Hogans Road	Lift Station	0.5	
		Total Acreage	12	

Southeast Area				
Facility Name	**Address**	**Structure Type**	**Acreage**	**Bi-Weekly Price**
Sneads Ferry Tank	730 Hwy 210	Elevated Tank	0.34	
Dixon Well #6	6671 Wilmington Hwy	Well	0.24	
Dixon Well #7	110 Dixon School Road	Well	0.12	
Dixon Well #3	7271 Wilmington Hwy	Well	0.26	
Dixon Well #2	6861 Wilmington Hwy	Well	0.2	
Dixon Well #5	6859 Wilmington Hwy	Well	0.3	
Dixon Well #8 & 9	123 Folkstone Rd	Well	0.25	
Dixon Well #10	Hwy 50	Well	0.2	
Dixon Well #11	Hwy 50	Well	0.2	
Verona Booster	3772 Old Wilmington Hwy	Booster	0.4	
Summerhouse LS #1	344 Kings Creek Crossing	Lift Station	0.11	
		Total Acreage	2.62	

Northwest Area				
Facility Name	**Address**	**Structure Type**	**Acreage**	**Bi-Weekly Price**
Catherine Lake Tank	1422 Haw Branch Rd	Elevated Tank	0.32	
Southwest Tank	1606 Murrill Hill Rd	Elevated Tank	0.51	
Gum Branch Tank	6048 Gum Branch Rd	Elevated Tank	0.36	
Pumkin Center Tank	185 Drummer Kellum Rd	Elevated Tank	0.32	
Burton Park Tank	3920 Richlands Hwy	Elevated Tank	0.48	
Richlands Tank	208 S Cox St	Elevated Tank	0.46	
Black Creek Well #8	731 Firetower Rd	Well	0.52	
Black Creek Well #4	482 Firetower Rd	Well	0.31	
Black Creek Well #2	2400 Catherine Lake Rd	Well	0.45	
Black Creek Well #1	2620 Catherine Lake Rd	Well	0.45	
Black Creek Well #7	443 Union Chapel Church Rd	Well	0.4	
Black Creek Well #11	111 Old Northwest Bridge Rd	Well	0.46	
Black Creek Well #10	267 Northwest Bridge Rd	Well	0.52	
Black Creek Well #12	160 Gregory Fork Rd	Well	0.82	
Black Creek Well #6	630 Franktown Rd	Well	0.52	
Black Creek Well #5	441 Cow Horn Rd	Well	0.5	
Black Creek Well #9	5237 Gum Branch Rd	Well	0.6	
Black Creek Well #13	1156 Ramsey Rd	Well	0.25	
Franck St Well	201 W Franck St	Well	0.12	
Cox St Well	Included in Cox St Tank	Well	0	
Half Moon Booster	1305 Ramsey rd	Booster	0.29	
White St Booster	425 White St	Booster	0.28	
Burton Park LS	459 W C Jarman Drive	Lift Station	0.07	
Albert J Ellis Airport LS	264 Albert Ellis Airport Road	Lift Station	0.38	
Comfort Rd LS	418 N Wilmington St	Lift Station	0.11	
Maidstone LS	307 Maidstone Dr	Lift Station	2.09	
		Total Acreage	11.59	

Total bi-weekly proposal for all three area locations $ _____

4. In submitting this Proposal, Contractor certifies that he/she has read and accepted the terms and conditions outlined in the Request for Proposal document.

5. Contractor agrees to begin work immediately after contract approval and issuance of a purchase order which will be in conjunction with executed contract.

The undersigned is:

1) A corporation, incorporated in the State of _____.

2) A limited liability company, formed in the State of _____.

3) A partnership, consisting of the following partners, whose full names are:

_____

4) An individual whose full name is: _____

_____
Contractor (Firm Name)

_____
Signature

_____
Name and Title

Date: _____ Telephone Number: _____

Address: _____ City, State Zip: _____

Exhibit A

ONWASA STANDARD CONTRACT LANGUAGE

CONTRACT FOR 2018 LAWN CARE MAINTENANCE

THIS CONTRACT is made and entered into this the ____ day of _____, 20___, by and between **ONSLOW WATER & SEWER AUTHORITY**, a political subdivision of the State of North Carolina (hereinafter referred to as "ONWASA") and _____**,** a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

Request for Proposal for 2018 Lawn Care Maintenance dated March 14, 2018 is attached to, and hereby incorporated into, and made part of this Contract by reference ("the Work"). Each reference to this Contract shall be deemed to include all Exhibits. Any conflict between language in the RFP and language in the main body of this Contract shall be resolved in favor of the main body of this Contract.

ARTICLE 1
GENERAL

1.1 Contractor represents and maintains that it has the necessary qualifications and expertise to assume the responsibilities and render the services described herein and has the requisite corporate authority and licenses required by law.

1.2 The Contractor and Contractor's employees shall provide all labor and materials needed to perform and execute the Work as set forth in the Scope of Services outlined in the Request for Proposal in accordance with Articles 2 and 3 of this Contract. No work shall be performed prior to written authorization by ONWASA. The use of subcontractors is not permitted.

1.3 Contractor shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this agreement at the time and the place where the services are rendered. The staff of the Contractor shall possess the experience, knowledge and character necessary to qualify them to perform the particular duties to which they are assigned.

1.4 Contractor's services shall be performed as expeditiously as necessary for the orderly progress of the Work.

1.5 Contractor and ONWASA acknowledge that the Scope of Services described within the Request for Proposal may not delineate every detail and minor task required to be performed by Contractor to complete the Work authorized by the Scope of Service. If during the course of the performance of the Work authorized by this Contract, Contractor determines that services outside the level of those originally anticipated are required, Contractor shall notify ONWASA's designated representative in writing and obtain ONWASA approval before proceeding with the Work.

1.6 Upon mutual written agreement, the Work described in the Scope of Services may be modified upon negotiated additional scopes of services, compensation, time of performance and other matters related to the Work. If ONWASA and the Contractor cannot contractually agree, ONWASA shall have the right to immediately terminate negotiations at no cost to ONWASA and to procure services from another source.

1.7 Contractor shall coordinate with ONWASA's designated representative prior to and during the duration of the Contract.

ARTICLE 2
CONTRACTOR'S RESPONSIBILITIES

2.1 Contractor agrees to immediately correct any incomplete, inaccurate or defective services at no further cost to ONWASA.

2.2 Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of the Work and will reimburse ONWASA for loss or damage to such property.

2.3 Contractor shall be solely responsible for initiating and maintaining all safety precautions in connection with the Work provided under this Contract. Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

2.4 Except as otherwise required for the safety or protection of persons or property at the site or adjacent thereto all work at the site shall be performed during regular working hours.

2.5 The Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work described in the contract. If the Contractor performs any work knowing or having reason to know that it is contrary to Laws or Regulations, the Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of Contractors, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work.

2.6 ONWASA will provide the Contractor with such permissions as required for access to the sites where the Work shall be performed in a good and workmanlike manner. The Work sites shall be maintained reasonably free of trash and waste materials and left in same or better condition than before the Work commenced. The Contractor shall supervise and direct the Work and shall be solely responsible for and in control of the means, methods, procedures, techniques and sequences of doing the Work.

2.7 Contractor shall maintain all records, documents, notes, and financial information related to performance of the Work in accordance with generally accepted accounting principles and practices and shall provide ONWASA access to such information if requested. Any information, data, instruments, documents, studies or reports given to or prepared or assembled by Contractor under this Agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of ONWASA.

ARTICLE 3
ONWASA'S RESPONSIBILITIES

3.1 ONWASA shall provide Contractor with all criteria and full information as to ONWASA's requirements for the Work, including objectives and constraints.

3.2 The timely provision of all available information, data, reports and records to which ONWASA has access and which are needed by the Contractor for the performance of the Work.

3.3 Advise Contractor of the identity and scope of services of any other service providers employed by ONWASA to perform or furnish services related to or affecting the Work.

3.4 ONWASA will respond within a reasonable time to the Contractor's requests for written decisions or determinations pertaining to the subject of the Contractor's services.

3.5 ONWASA will give prompt written notice to the Contractor whenever ONWASA becomes aware of any event, occurrence, condition, or circumstance which may substantially affect the Contractor's performance of its services under this Contract.

3.6 ONWASA shall designate a representative authorized to act on its behalf with respect to the Work. The authorized representative shall communicate decisions pertaining to documents submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Work.

3.7 Prompt notice shall be given by ONWASA to the Contractor if ONWASA becomes aware of any fault or defect in the Work or nonconformance with the Contract Documents.

ARTICLE 4
INSURANCE

4.1 During the performance of the Work under this Contract, Contractor shall maintain the minimum levels of insurance shown below and is responsible for ensuring original certificates of such coverage are submitted to ONWASA directly from the insurance provider prior to performance. Policies shall list ONWASA as additional insured on all applicable policies. All policies shall be obtained from insurance companies that are duly licensed in the State of North Carolina to issue insurance policies for the limits and coverages so required, must cover the term of the contract, and provide thirty (30) days advance written notice to ONWASA in the event of cancellation, expiration, or alteration.

1. General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate or as otherwise specified in addendum, whichever is greater.

2. Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

3. Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of $500,000 of each occurrence.

4. Excess Liability/Umbrella Insurance, with a limit of $1,000,000 per occurrence.

5. Environmental/Pollution Liability Insurance, with a limit of $1,000,000 each occurrence.

In the event Contractor is excluded from the requirements of the North Carolina Workers Compensation 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 during the performance of service.

4.2 The provisions of this Article shall survive the expiration or termination of this Contract.

ARTICLE 5
PAYMENTS TO THE CONTRACTOR

5.1 ONWASA hereby agrees to pay to the Contractor in lawful money of the United States for the faithful performance of the Work in accordance with the Scope of Services not to exceed the proposed prices as set forth in the Proposal Pricing Form (RFP 2018 Lawn Care Maintenance) accepted and approved by the Facilities Operation Supervisor, for the completed and accepted work, subject to additions and deductions as provided in the Contract Documents. A purchase order will be issued for any contract work approved by ONWASA. It should be understood that issuance of a purchase order does not supersede ONWASA's Standard Contract.

5.2 Contractor shall invoice for work satisfactorily completed.

5.3 ONWASA may withhold payments if the work of the Contractor is defective, if the Contractor fails to diligently pursue the Work with reasonable dispatch, or if the amount requested is not consistent with the level of work actually performed.

5.4 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. Service charges and/or interest will not be accrued to any outstanding or overdue amounts

5.5 Unless otherwise stated herein, payments are due and payable thirty (30) days from the date of the Contractor's invoice.

ARTICLE 6
TERMINATION, SUSPENSION OR ABANDONMENT

6.1 Contractor acknowledges that ONWASA is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of ONWASA's obligations under this contract, then this contract shall automatically expire without penalty to ONWASA.

6.2 This Contract may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Contract through no fault of the party initiating the termination.

6.3 In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, together with reimbursable expenses (as determined by ONWASA) then due. This shall be the exclusive remedy for termination.

6.4 ONWASA shall have no liability to the Contractor for any delay or damage caused the Contractor due to suspension of the work, or due to any other delay, interruption, hindrance or interference.

6.5 If termination or suspension of work occurs, Contractor shall terminate or suspend performance of the services on a schedule acceptable to ONWASA.

6.6 In the event of noncompliance of any term or terms of this contract by the Contractor, ONWASA may, at its sole option, declare the Contractor in default and terminate this contract with not less than seven days written notice. Should ONWASA terminate this contract due to the default of the Contractor, ONWASA may in addition to its other rights contract with any other party to fulfill the Contractor's obligations hereunder. The Contractor shall be liable for any increase in cost borne by ONWASA due to the default. This shall in no way limit ONWASA's right to collect any other damages, whether legal or equitable, due to the default of the Contractor.

6.7 Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits because of any event which is unavoidable and beyond the control of the defaulting party, including, but not restricted to, a labor stoppage, strike action or unrest, a judicial or governmental decree, regulation or other direction not the fault of the party who has been affected, the threat or initiation of any legal action, communication line failure, power failure and any natural disaster or Act of God, the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this Contract shall be immediately suspended. If the period of non-performance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, ONWASA may, by giving written notice, terminate this Contract.

ARTICLE 7
OTHER CONDITIONS OR SERVICES

7.1 The terms of this Contract shall control over any conflicting terms in any referenced document.

7.2 If any provision of the Contract shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable and the remaining provisions shall not be affected.

7.3 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless ONWASA and the officers, directors, partners, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Contractors, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Contract or the Work, including the loss of use resulting therefrom and breach of any of the successful proposer's warranties, but only to the extent caused by any negligent, reckless or intentional act or omission of Contractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable or arising out of Contractor's breach of this Contract.

Indemnification responsibilities created by this section shall survive and be enforceable after the contract between ONWASA and the successful proposer terminates or expires. The Contractor shall pay for the defense of any and all suits and assume all liability for any and all claims made

against ONWASA or any of its officials or agents for the use of any patented process, device or article forming a part of the articles, equipment or services furnished under this Contract.

7.4 This Contract shall be governed by the law of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.

7.5 ONWASA and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither ONWASA nor Contractor shall assign this Contract without the written consent of the other.

7.6 This Contract represents the entire and integrated agreement between ONWASA and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both ONWASA and Contractor.

7.7 The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

7.8 Nondiscrimination Clause. No person in the United States shall on the ground of age, race, color, national origin, gender, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this Work.

7.9 Minority and Women Business Enterprise: ONWASA encourages participation from Minority and Women Business Enterprise (MWBE).

7.10 Except as otherwise required or provided in the Scope of Services, Contractor will not meet or confer with any member of any federal, state or local regulatory agency concerning the services without obtaining the prior consent of ONWASA.

7.11 All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

ONSLOW WATER & SEWER AUTHORITY	Contractor's Name
Attn: Cynthia Hewitt	Attn: Name _____
228 Georgetown Road	Street Address _____
Jacksonville, NC 28540	City, State and Zip _____

IN TESTIMONY WHEREOF, the parties have made and executed this Contract by authorized representatives, acting under and by virtue of the authority in them vested, and have hereunto set their hands and seals, the day and year first written above.

CONTRACTOR ATTEST:

By: _____ _____

Secretary

Print Name/Title: _____

(SEAL)

ONSLOW WATER & SEWER AUTHORITY ATTEST:

By: _____ _____

Executive Director/CEO Clerk to the Board

(SEAL)

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

_____

Finance Officer

Exhibit B

ONWASA VENDOR AND RELATIONSHIP FORM

Onslow Water & Sewer Authority
Finance Office
228 Georgetown Road
Jacksonville, NC 28540

Fax (910) 455-2504

Name (as reported on your income tax return)_____

Business Name_____ Vendor#_____(to be assigned)

Federal ID# _____or SS#_____

Check one of the following:

___Corporation ___Sole Proprietorship ___Partnership ___Other_____

Order Address	Payment Address
Street_____	Street_____
PO Box_____	PO Box_____
City_____	City_____
State_____	State_____
Zip Code_____	Zip Code_____
Contact Person_____	Contact Person_____
Phone Number_____	Phone Number_____
Fax Number_____	Fax Number_____
Terms_____	Discount_____
E-Mail Address_____	

Are you related to or have a professional relationship with any ONWASA employee? ___Yes ___No
(If you answered yes, a Relationship Vendor form will have to be completed before any payments can be made.)

Are you a minority business enterprise? ___Yes ___No

If you answered yes, please check the appropriate box:

___African-American ___Hispanic
___American Indian ___Female
___Asian American
___Socially and economically disadvantaged as defined in 15 U.S.C. 637

Product(s) and/or Service(s)
Please list the type product(s) and/or service(s) that your company can provide:

_____
_____
_____

Signature:_____

Title:_____

Finance Office
228 Georgetown Road
Jacksonville, NC 28540
Fax (910) 455-2504

Relationship Vendor Form

If you are related to or have a professional relationship with any employee of Onslow Water and Sewer Authority, this form must be completed and returned to the finance office before any payments will be made.

Vendor Information:

Name: _____

Address: _____

Related ONWASA employee: _____

Relationship to employee: _____

We agree that our relationship will not hinder or corrupt our professional relationship with Onslow Water & Sewer Authority.

_____ _____
Vendor Signature Date

_____ _____
ONWASA Employee Signature Date

Onslow Water and Sewer Authority is aware and understands these parties have a relationship with each other. The decision to authorize the use of this vendor was not influenced in any manner by the relationship referenced above.

_____ _____
Department Head Date

_____ _____
Finance Officer Date

Exhibit C

E-VERIFY AFFIDAVIT

E-VERIFY AFFIDAVIT

I, _____ (the individual attesting below), being duly authorized by and on behalf of

_____(the entity identified as the "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.

Employer employs the following number of employees in this State (check which is applicable):

a. Less than 25 _____ b. Between 25 and 100 _____

c. Between 100 and 500 _____ d. 500 or more _____

4. Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer for specified contracts subject to E-Verify entered into with the Onslow Water & Sewer Authority Employer.

This _____ day of _____ , _____.

_____
Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, _____.

My Commission Expires:

_____ _____
Notary Public

(Affix Official/Notarial Seal)