

REQUEST FOR PROPOSALS



Pender County Emergency Operations Center Audiovisual System Update

RFP # 211109-211

Date of Issue: November 9, 2021

Facility Tour: November 17, 2021 @ 10am

Questions Due: November 19, 2021 by 5pm

Answers Issued via Addendum: November 23, 2021

Sealed Proposals Due: December 14, 2021 at 2pm EST

Issued for:

**Pender County Emergency Management
805 Ridgewood Ave. #28
Burgaw, NC 28425
Phone: 910.259.1210**

Issued By:

**Trisha Newton, Purchasing Manager
Pender County Finance
805 S. Walker St. #1578
Burgaw, NC 28425
Phone: 910.259.1281**

TABLE OF CONTENTS

Introduction 2
Timeline 3
Tour 3
Questions 3
Scope of Work 3
Required Features 5
Proposal Submission..... 5
Quote 8
References 8
Evaluation of Proposals 9
Terms and Conditions..... 9

INTRODUCTION

Pender County’s Emergency Operations Center (EOC) was completed in 2011 and included a then state-of-the-art Audio Visual System. Due to the system’s age and amount of usage, as well as advances in technology, the system needs to be upgraded. The EOC is located at 805 Ridgewood Avenue in Burgaw, North Carolina and consists of one large rectangular room (measuring a 30’ x 49’) and an attached rectangular conference room (measuring 12’ x 18’). See attached drawings in Appendices.

The EOC is designed to support emergency response, business continuity and crisis communication activities. Staff, community partners and trained responders meet at the EOC to manage preparations for an impending event or manage the response to an ongoing incident. When activated, the EOC is utilized as centralized command and control center where multiple agencies from the region can coordinate fire, law enforcement, emergency medical services and public information for those in need in our community. When not activated, the EOC serves as a training facility for emergency preparedness-related training.

The County is soliciting proposals on the replacement of all audiovisuals needed for use in the EOC. Proposals should include equipment (including cables), installation and the first year of support services. Additionally, all proposals must include warranty of products and workmanship. Vendors are required to quote equipment that is a current model and still supported by the manufacturer, not approaching end of life. Initial training on usage of your solution for a group of approximately 10 key staff should also be included.

It is important to note that the County is not interested in significantly modifying the layout of the EOC or conference room as per the attached drawings (Appendices A through C).

TIMELINE

November 9, 2021	Request for Proposals advertised
November 17, 2021, 10am	Facility Tour (optional) – register with purchasing@pendercountync.gov
November 19, 2021 by 5pm EST	Deadline for any questions on the RFP – email to staylor@penderCountync.gov
November 23, 2021	Answers issued via Addendum
December 14, 2021 by 2pm EST	Sealed Proposals Due – must be labeled RFP # 211109-211 and submitted via mail, courier or in person to: Pender County EOC Attention: Sarah Taylor 805 Ridgewood Ave., #28 Burgaw, NC 28425
January 3, 2022	Recommendation for Award Presented to Board of Commissioners
January 4, 2022	Anticipated Notification of Award
January 5, 2022	Project Kickoff meeting with Vendor
February 1, 2022	30 Day installation period can begin February 1 st or later (two week scheduling notice requested)
June 1, 2022	Project to be 100% complete

TOUR

Pender County will offer a tour to interested vendors so that they may see the space in person and prepare proposals specific for the existing space. The tour will be at the Pender County EOC on November 17th at 10am. Vendors should park in the gravel parking lot adjacent to the main parking lot. Vendors should wear a mask and meet County staff in the lobby of the building of 805 Ridgewood Ave, Burgaw, NC 28425. This event is not mandatory, but highly recommended. Vendors that plan to attend are encouraged to notify purchasing by email purchasing@penderCountync.gov or phone 910-259-1281 by November 15, 2021 at 5pm.

QUESTIONS

Questions on this RFP will be accepted until November 19th at 5pm. All questions must be submitted via email to staylor@penderCountync.gov. An addendum containing any general clarification, as well as answers to questions will be issued as an addendum to this RFP on November 23, 2021. Visit the Pender County Website at <https://www.penderCountync.gov/public-notices/open-rfps-and-bids/> for updates.

SCOPE OF WORK

Proposals should include a replacement of all audiovisual equipment—including the displays, switches, device boxes, the control hardware, all cables and any additional components necessary to the functionality of the vendor’s proposal. Wireless mics are to be added. The first year of maintenance and support should be included in the installation price. Please provide the current price for future years of service.

The current layout works efficiently. (See Appendices A through C.) We are open to additional equipment but prefer not altering the layout of the placement of major equipment as there are additional supports currently constructed in the wall. Any equipment installed must be properly installed and supported in studs or with the appropriate braces for the weight of the equipment.

The County requires a single project manager be assigned as the primary point of contact. The County will agree on a timeline with the project manager of the awarded vendor. At the appropriate time, the County will remove all existing equipment. The vendor will be responsible for installation and running cables/wires as necessary. This impact on other operations in the building must be minimal. Indoor square footage used will be limited to the EOC and the conference room. Convenient outdoor space can be provided for the vendor to use during installation. The EOC cannot be down for more than a maximum of 30 continuous days for this project, anytime between February 1 and June 1, 2022. The vendor must schedule product delivery and plan installation operations accordingly.

Once the project is complete, the system must be up and running 100% of the time. The vendor's response time for service is critical. The EOC, specifically the audiovisual solution, must be operational 24/7/365. Each vendor should specify their response time to service requests; Vendors may want to specify potential differences for work that can be performed remotely as well as in person service calls during standard hours, after hours, weekends, holidays and when activated during events. County staff can assist in person with remote support to avoid having in person service calls. County staff will offer basic assistance and may not have any specific technical knowledge. However, preventative maintenance must be performed in person by the vendor twice per year.

All proposals should specify if any components of the solution are proprietary. The County is open to proprietary solutions; however, more flexible solutions will be scored higher.

There is an existing rack that may be re-used if suitable for your solution. Photos and measurements attached as Appendix D.

Proposals should include a proposed timeline specifying proposed work benchmarks if your organization was awarded the contract—including but not limited to the following: execute contract, order equipment, begin installation (accounting for a maximum 30 continuous days' window of work at the EOC), anticipated completion date, training date, etc. Be sure to coordinate with critical dates provided in the Timeline section on page three (3) of this RFP. All work must be completed in order for the EOC return to normal operations no later than June 1, 2021.

Proposed solutions should not exceed the County's budget of \$125,000.

REQUIRED FEATURES

The County has identified that the following features must be in the solution. Any required feature not available in your solution must be identified and notated. Furthermore, if any required feature is an add-on or extra cost, this cost must be identified.

- Minimum of 8 electronic displays, no smaller than 75”, in the EOC
- Minimum of 2 electronic displays in the board room
- Three cable TV inputs
- One satellite TV input
- Five position specific HDMI plug ins
- Five wireless microphones
- Four dedicated inputs for permanently mounted computers (computers provided by Pender County)
- All connecting hardware, cables and/or wiring is required to be new
- The ability to mirror a computer screen (including sound) on any TV display (on any number of displays at once) from at least 6 computers. (This is currently achieved through an HDMI input box at the 5 section head seats and 1 in the board room).
- Video conferencing in the conference room
- A method to easily control what is displayed on each TV, sound, power, etc. from one permanent/stationary location. (This is currently achieved by using a dedicated tablet with a dedicated app. Proposals should include two wireless controllers.)
- Service package should include preventative maintenance to be performed twice annually
- Technical support and troubleshooting services 24/7/365, including service calls that can be performed remotely and/or in person during standard hours, after hours, weekends, holidays and when activated during events (hurricanes, ice storms, 2am, etc.)—County staff can assist in person with remote support for service calls, but preventative maintenance must be in person
- Adequate connection to the single audio output for overhead speakers should be included
- Air media

It is critical to note that the required number of inputs, outputs and specified minimum required features in this section is not negotiable.

PROPOSAL SUBMISSION

The County expects detailed pricing and specifications to all identified items in both the “Minimum Required Features” and the “Preferred Features” of this RFP. Responses should clearly define how the vendor’s proposed solution(s) would meet the County’s needs. Any issues or exceptions to the County’s requirements should also be identified and explained.

The response should define all services that would be required by the proposed solution. The response should also include:

- The vendor’s understanding of the project and services by addressing the County’s needs
- Software and/or Licenses required for the solution and/or Add-On Features
- Lead time to order equipment and projected timeline to install and implement

- All costs to include:
 - Equipment and Software costs
 - Implementation and/or service cost
 - Maintenance and Support for first year included and quotes for future years
 - Add-On Features NOT included in the solution
 - Add-On Licenses needed with annual support/maintenance
 - Any additional/miscellaneous costs not listed above
- Multiple solutions/options may be provided
- Initial Training of key staff on your solution

Sealed proposals should be clearly marked “**RFP #211109-211 for Pender County EOC Audiovisual System Update**”. Four (4) originals, and one (1) electronic file on CD or USB drive of the proposal shall be submitted by hand, U.S. Postal Service, courier or other delivery service no later than **December 14, 2021 by 2pm EST** to:

Pender County EOC
Attn: Sarah Taylor
805 Ridgewood Ave. #28
Burgaw, NC 28425

When received, all proposals and supporting materials, as well as correspondence relating to the RFP, shall become the property of the County. **Proposals sent by fax or email will not be accepted.**

As allowed under NCGS 143.129.8, proposals will not be made available to inspect or copy until the contract has been awarded.

In submitting a proposal, it is understood by the vendor that Pender County reserves the right to reject any and all proposals and to waive any irregularities or informalities in proposals when to do so is in the best interest of Pender County.

Any proposal may be withdrawn or modified by written request of the vendor, provided such request is received by the County at the designated address **prior** to the date and time set for receipt of proposals.

If a proposal includes any propriety data or information, such data or information must be specifically identified as such **on every page** on which it is found. Data or information so identified will remain confidential to the extent allowed by North Carolina law pursuant to GS 132-1.2 and will be used by Pender County personnel solely for the purposes of evaluating proposals and conducting contract negotiations.

All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal. However, Pender County reserves the right to change the conditions, requirements and specifications as it deems necessary.

No proposals will be accepted from any person or organization that is in arrears for any obligation to Pender County, or that otherwise may be deemed irresponsible or unresponsive by County staff or the

Pender County Board of Commissioners.

All prices quoted must be firm for a period of 120 (one hundred twenty) days following the proposal deadline unless otherwise specified on the proposal.

All proposals should include all necessary brochures of proposed equipment.

No agreements with any selected vendor shall be binding until a contract is signed and executed by the County manager and authorized representatives of the vendor.

By submitting a proposal, it is understood that Pender County reserves the right to reject any/all proposals/bids and to waive any irregularities or informalities in proposals when to do so is in the best interest of Pender County. All responses become the property of Pender County Government. Pender County reserves the right to cancel the Request for Proposals in part or in its entirety.

Please note it is the responsibility of the proposer to ensure that all addenda have been received prior to submitting a proposal. Visit www.PenderCountyNC.gov for up to date information. Click on "I Want To...", scroll down to "Open RFP's and Bids".

Pender County recognizes the considerable effort that will be required in preparing a response to this Request for Proposals. Your time is sincerely appreciated.

EVALUATION OF PROPOSALS

Proposals will be evaluated by an evaluation team based on the NCGS 143.135.9 Best Overall Proposal standard of award, scoring to include the following criteria weighted as indicated.

- Availability for Technical Support and Response Time – 40%
- Price Quote – 20%
- Overall approach and projected timeline for managing project and meeting deadlines – 10%
- Vendor experience with similarly sized governments or other organizations – 10%
- Customer references, Vendor reputation – 10%
- Solution being proprietary or flexible – 10%

TERMS AND CONDITIONS

In submitting a proposal and/or entering a Contract with Pender County North Carolina (the “County”), your company (the “Vendor”), acknowledges and agrees to abide by the Terms and Conditions set forth below, which shall supersede any conflicting terms and conditions.

ENTIRE RFP – This RFP, Appendices A-F and any Addenda will constitute the entire RFP.

NON-DISCLOSURE AGREEMENT – Pender County reserves the right to require any respondent to enter into a non-disclosure agreement.

COSTS – The RFP does not obligate Pender County to pay for any costs, of any kind whatsoever, which may be incurred by a respondent or any third parties, in connection with the response. All responses and supporting documentation shall become the property of Pender County, subject to claims of confidentiality in respect of the response and supporting documentation.

INTELLECTUAL PROPERTY – The respondent should not use any intellectual property of Pender County including, but not limited to, all logos, registered trademarks, or trade names of Pender County, at any time without the prior written approval of Pender County, as appropriate.

TRADE SECRET CONFIDENTIALITY – Proposals submitted shall be subject to public inspection. According to General Statutes 132-1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates that which is trade secret and requests that it be kept confidential. Marking the entire proposal confidential may be grounds for rejection of the proposal.

RESPONDENT’S RESPONSES – All accepted responses shall become the property of Pender County and will not be returned. As allowed under NCGS 143.129.8, proposals will not be made available to inspect or copy until the contract has been awarded. The cost of preparing a response to the RFP will not be reimbursed by the County.

GOVERNING LAW – This RFP and the Respondent’s Response shall be governed by the local jurisdiction of Pender County, North Carolina and the federal laws of the United States of America. The Vendor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. The Vendor shall at all times observe and comply with all such laws, ordinances, and regulations. The venue for any legal actions arising will be brought in the local

jurisdiction of Pender County, NC. Any legal actions arising from this purchase order shall be brought in Pender County, North Carolina.

CERTIFICATE OF AUTHORITY – Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

LICENSES/CERTIFICATIONS – The successful vendor will be required to secure, at its expense, the proper occupational license and/or any other license required of the applicable work being performed. Proof of license and/or certification may be required prior to award. Responding to this RFP grants Pender County permission to verify any/all licensures. Proof of licensure on forms acceptable to Pender County may be required.

INSURANCE – Vendors responding to this solicitation shall show appropriate insurance coverage levels for providing the types of services described above. Upon selection, the selected firm shall provide specific insurance certificates naming Pender County as an additional insured for the required insurance categories of coverage. This shall include General Liability Insurance of not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. Additionally, Automobile Liability Insurance and Cyber Liability Insurance (for Vendors with access to the Pender County Network) may be required. Vendor shall produce an Insurance Certificate evidencing such coverage at the request of the County.

The Vendor shall provide and maintain Worker’s Compensation Insurance, as may be required by the laws of North Carolina, as well as employer’s liability coverage, with minimum limits of \$500,000.00, covering all of Vendor’s employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

NON-DISCRIMINATION – The Vendor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, Vendor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at County’s option, in a termination or suspension of this agreement in whole or in part.

MINORITY PARTICIPATION – Minority/women business enterprises are encouraged to respond and shall have maximum opportunity to compete for and participate in its procurement and contracting activities.

The County and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of its contracts.

FEDERAL UNIFORM GUIDANCE – If the source of funds for this contract are federal funds, the following federal provisions would apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324).

Pursuant to Session Law 2013-418, Bidder shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Upon execution of contract, County requires an affidavit attesting to Bidder’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

ASSIGNMENT OF CONTRACTOR AWARD – A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

INDEPENDENT CONTRACTOR – The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.

NON-EXCLUSIVE CONTRACT – Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected Contractor. The contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

RIGHT TO WAIVE MINOR DEFECTS – Pender County reserves the right to waive informalities or minor deviations or defects in bids/proposals. Determinations will be at the sole discretion of Pender County and in the best interest of the County.

RIGHT TO REJECT – Pender County reserves the right to reject any or all proposals/bids and to make purchases and/or contract services in the best interest of the County.

WITHDRAWAL OF PROPOSAL – Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the RFP prior to the time for opening bids identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Vendor’s letterhead and signed by an official of the Vendor authorized to make such request.

COUNTY RIGHT TO CANCEL OR RESCIND – The County reserves the right to cancel or otherwise rescind a Request for Proposals or a Purchase Order based on the County’s best interest.

NO LIABILITY – Pender County shall not be liable to any respondent, person, or entity for any losses, expenses, costs, claims or damages of any kind: arising out of, by reason of, or attributable to, the respondent responding to this RFP; or as a result of the use of any information, error, or omission contained in the RFP document, or provided during the RFP process.

DEBARRED – By responding to this proposal, the Vendor certifies that the Vendor is not debarred by the State of North Carolina or by the United States Federal Government.

LIQUIDATED DAMAGES -- The COUNTY and the Vendor acknowledge and agree that the County may incur costs if the Vendor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Consultant agrees to pay liquidated damages at the rate of \$1,000 per day. The parties agree that the liquidated damages set forth herein this Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Vendor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

RIGHT TO COVER – If the Vendor fails to meet any completion date or resolution time set forth in this Agreement (including the Appendices), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, 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:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Vendor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Vendor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Vendor, collect the difference from the Vendor.

RIGHT TO WITHHOLD PAYMENT -- If the Vendor materially breaches any provision of this Agreement, the COUNTY shall have a right to withhold all payments due to the Vendor with respect to the services that are the subject of such breach until such breach has been fully cured.

PURCHASE ORDER REQUIRED – The County will not be responsible for any equipment, supplies, and/or services delivered without a Purchase Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the County's rejection and shall be returned at the Vendor's expense.

VENDOR FAILURE TO DELIVER – In the event of Vendor's failure to deliver as and when specified, or to perform as and when specified, the County reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that the County may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or perform.

CHANGES – If Vendor refuses to accept a purchase order exactly as written, Vendor will return it at once with explanation. Any changes to a Purchase Order will be considered a 'Change Order' and requires the

written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.

INVOICES – Vendor will deliver invoices to the County at the address on the face of the Purchase Order. Vendor will send separate invoices for each purchase order number and invoices must be itemized in accordance with the items listed on the Purchase Order.

PRICE – The itemized price listed for products and services on the Vendor invoice must match that specified on the Purchase Order. No boxing, packing, cartage, or shipping charges will be allowed by the County unless specifically authorized on the face of the Purchase Order. Any cash discount period to County will date from County’s receipt of the invoice or from the date of the receipt of goods, whichever is later.

TAXES – Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the County from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor is required to list all applicable taxes as separate lines on the face of the invoice.

DELIVERY/TITLE – Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to County upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by County shall be the responsibility of Vendor.

RIGHT OF INSPECTION AND REJECTION – Equipment, supplies, and services supplied by Vendor shall be received subject to the County’s inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Vendor’s expense. No material or equipment returned to Vendor as defective shall be replaced except upon the County’s formal authorization.

ASSIGNMENT – Neither Purchase Orders nor any interest therein nor shall any claim arising hereunder be transferred or assigned by Vendor without the prior written consent of the County. Vendor may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the County’s warranty, without the approval of County.

WARRANTY/PERFORMANCE – Vendor warrants that the products and services furnished pursuant to Purchase Orders shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.

INDEMNIFICATION - INFRINGEMENT – Vendor will defend, indemnify, and save the County harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

INDEMNIFICATION – DAMAGES – If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save County harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising

from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

INDEMNIFICATION – CONSEQUENCES OF ACTIONS - If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

USE OF COUNTY NAME OR LOGO – Vendor agrees not to release any advertising or other materials using the County’s trademark, quoting the opinion of any County employee or implying in any way that the County indorses Vendor or its products or services.

FEDERAL OR STATE STATUTE – Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation has or does occur, Vendor will indemnify and save the County harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation.

E-VERIFY REQUIREMENTS – As a condition to contract with the County and to receive payment for goods or services, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the “EVerify Requirements”); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

STRICT COMPLIANCE – The County may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.

MATERIAL SAFETY DATA SHEETS – Current Material Safety Data Sheets, when applicable to the order, shall be provided by Vendor in accordance with all regulations.

Non-Collusion Affidavit

State of North Carolina
County of Pender

_____, being first duly sworn, deposes and says that: _____

- I. He/She is the _____ (title) of _____ (firm’s name), the responder that has submitted the attached response;
- 2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Such response is genuine and is not a collusive or sham response.
- 4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Pender County or any person interested in the proposed contract.

Signature: _____

Title: _____

Date: _____

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 20__ (NOTARY SEAL)

Notary Public

_____ My

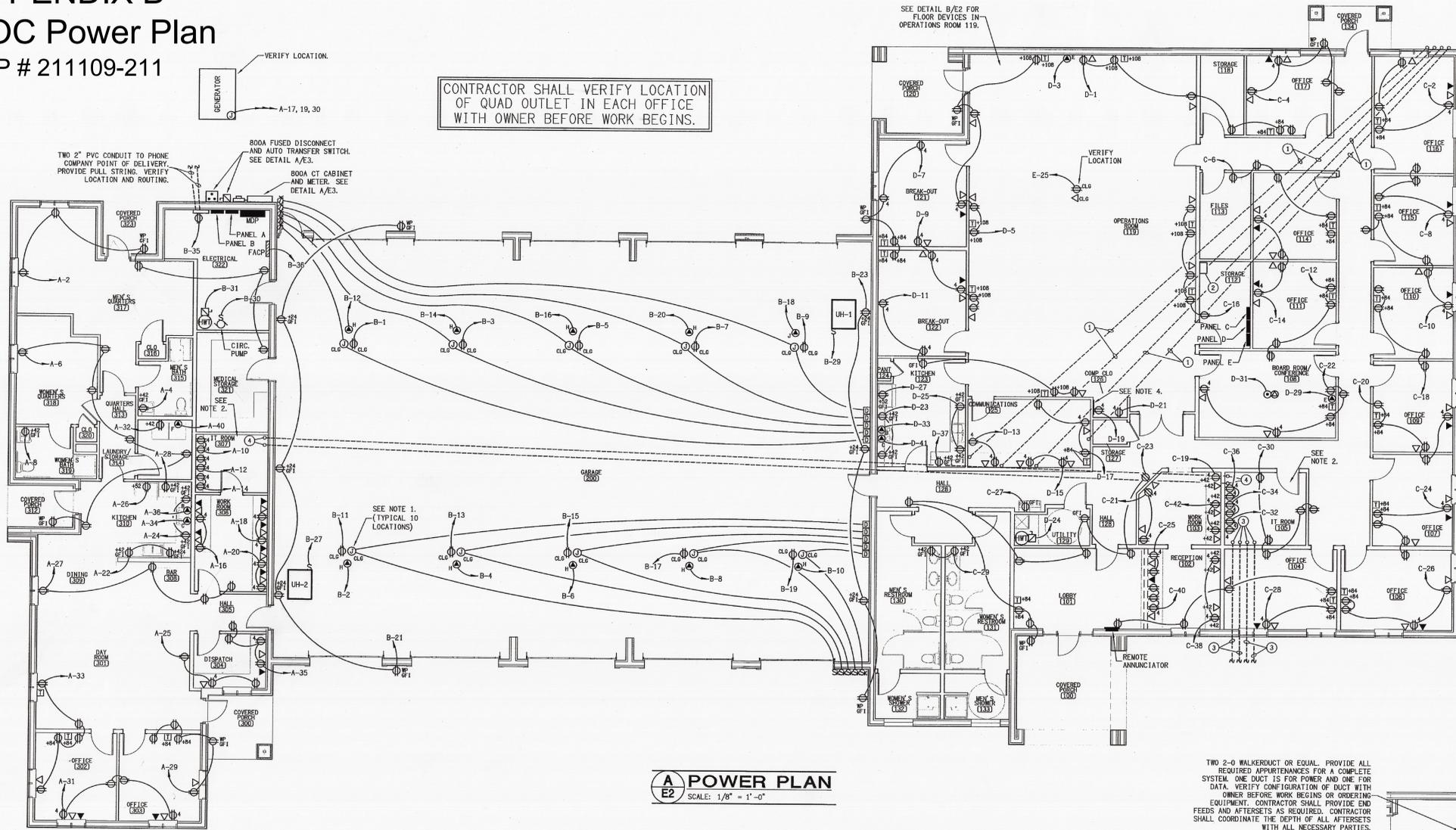
Commission Expires:

APPENDIX B
EOC Power Plan
RFP # 211109-211

DAVID SIMS & ASSOCIATES, P.C.
Consulting Engineers
 Arboretum Centre
 108 Giles Avenue - Suite 100
 Wilmington, N.C. 28403
 (910) 791-8016 (OFFICE)
 (910) 395-5734 (FAX)
 NC License: C-1150



CONTRACTOR SHALL VERIFY LOCATION OF QUAD OUTLET IN EACH OFFICE WITH OWNER BEFORE WORK BEGINS.

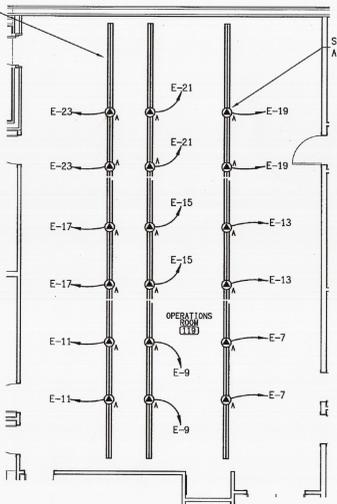


- NOTES:**
1. CEILING MOUNTED JUNCTION BOX AND RECEPTACLE FOR OVERHEAD DOOR. VERIFY LOCATION AND EXACT REQUIREMENTS WITH OWNER BEFORE ORDERING EQUIPMENT OR BEGINNING WORK.
 2. IN I.T. ROOM CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR THE EXACT LOCATION OF ALL RECEPTACLES AND COORDINATE WITH THE MECHANICAL CONTRACTOR FOR THE LOCATION OF DUCTLESS MINI SPLIT A/H'S.
 3. PROVIDE QUAD RECEPTACLE IN POWER DUCT AND FOUR DATA/ONE PHONE IN DATA DUCT. COORDINATE WITH OWNER FOR EXACT LOCATION AND REQUIREMENTS. PROVIDE AFTERSETS FOR WALKERDUCT OF APPROPRIATE DEPTH. COORDINATE WITH ALL NECESSARY PARTIES FOR EXACT DEPTH REQUIRED.
 4. TELEVISION PANEL. PROVIDE #6 INSULATED GROUND IN 3/4" CONNECTED TO ELECTRICAL SYSTEM GROUND. PROVIDE 4" C WITH PULL STRING TO CATV COMPANY POINT OF DELIVERY. VERIFY ROUTING AND LOCATION.

- KEY NOTES:**
1. (4) 6" PVC SUB FLOOR CONDUITS WITH PULL STRING ROUTE TO EXTERIOR OF BUILDING AND STUB UP.
 2. 12"x24" CHASE INTO CEILING CAVITY
 3. (4) 6" PVC SUB FLOOR CONDUITS TO 5'-0" OUTSIDE THE BUILDING. LEAVE PULL STRING.
 4. (2) 6" PVC SUB FLOOR CONDUITS. CONNECT BOTH I.T. ROOMS. LEAVE PULL STRING.

A POWER PLAN
 E2 SCALE: 1/8" = 1'-0"

TWO 2-0 WALKERDUCT OR EQUAL. PROVIDE ALL REQUIRED APPURTENANCES FOR A COMPLETE SYSTEM. ONE DUCT IS FOR POWER AND ONE FOR DATA. VERIFY CONFIGURATION OF DUCT WITH OWNER BEFORE WORK BEGINS OR ORDERING EQUIPMENT. CONTRACTOR SHALL PROVIDE END FEEDS AND AFTERSETS AS REQUIRED. CONTRACTOR SHALL COORDINATE THE DEPTH OF ALL AFTERSETS WITH ALL NECESSARY PARTIES.



B OPERATIONS ROOM DETAIL
 E2 SCALE: 1/8" = 1'-0"

EQUIPMENT CONNECTION SCHEDULE - PENDER COUNTY EMS											
SYMBOL	DESCRIPTION	HP	KW	AMP	VOLT	PHASE	BKR	FEEDER		CONNECTION	REMARKS
								COND	WIRE		
Ⓐ _B	RANGE	-	-	-	208	1	40/2	3/4"	3#8, 1#10G	-	PROVIDE NEUTRAL.
Ⓐ _C	HOOD/MICROWAVE	-	-	15	120	1	20/1	1/2"	2#12, 1#12G	RECPT	-
Ⓐ _E	SCREEN CONNECTION	-	-	3	120	1	20/1	1/2"	2#12, 1#12G	DIRECT	CONNECT ALL SCREEN CONTROLS. FOLLOW MFR INSTRUCTIONS.
Ⓐ _F	DRYER	-	5.0	24	208	1	30/2	1/2"	3#10, 1#10G	RECPT	PROVIDE NEUTRAL.
Ⓐ _H	TRUCK RECPT	-	-	20	120	1	30/1	1/2"	2#10, 1#10G	30A RECPT	SEE EQUIPMENT CONNECTION NOTE 2.
Ⓐ _I	TRUCK RECPT	-	-	30	120	1	40/1	3/4"	2#8, 1#10G	20A RECPT	SEE EQUIPMENT CONNECTION NOTE 2.
RTU-1, 2, 3, 4b, 5 & 7	3 TON ROOF TOP UNIT	-	-	44	208	3	60/3	1"	3#6, 1#10G	FUSED DISC NEMA 3R	-
RTU-4a	4 TON ROOF TOP UNIT	-	-	47	208	3	60/3	1"	3#6, 1#10G	FUSED DISC NEMA 3R	-
RTU-5	2 TON ROOF TOP UNIT	-	-	34	208	1	45/2	3/4"	2#8, 1#10G	FUSED DISC NEMA 3R	-
DAC-1/DAHU-1 & DAC-2/DAHU-2	DUCTLESS SPLIT SYSTEM	-	-	11	208	1	15/2	3/4"	2#12, 1#12G	FUSED DISC NEMA 3R	-
HWT	HOT WATER TANK	-	4.5	22	208	1	30/2	1/2"	2#10, 1#10G	FUSED DISC NEMA 1	-

EQUIPMENT CONNECTION NOTES:
 1. CONTRACTOR SHALL VERIFY ALL CONNECTIONS BEFORE RUNNING SERVICE OR ORDERING EQUIPMENT.
 2. CONTRACTOR SHALL PROVIDE KELLEMS I-GRIP OR EQUAL FOR COND. CONTRACTOR SHALL VERIFY RECEPTACLE TYPE, HEIGHT AND LOCATION WITH OWNER. RECEPTACLE SHALL BE HUNG WITH TYPE S.O. COND.

PENDER EMS STATION 1
& PENDER COUNTY EOC
 RIDGEWOOD AVENUE BURGAW, NC 28425

INITIAL DATE:
 COMPLETION DATE:
 DRAWN BY: DJ, DP
 CHECKED BY: DB
 This drawing is property of Barker Architecture Inc. and is not to be reproduced or copied in whole or part. It is not to be used on any other project and is to be returned upon request.
 BARKER ARCHITECTURE INCORPORATED

REVISIONS
 MARK DATE: DESCRIPTION
 SHEET CONTENT:
 GROUND FLOOR POWER PLAN
 SHEET NUMBER:
E2
 of 4

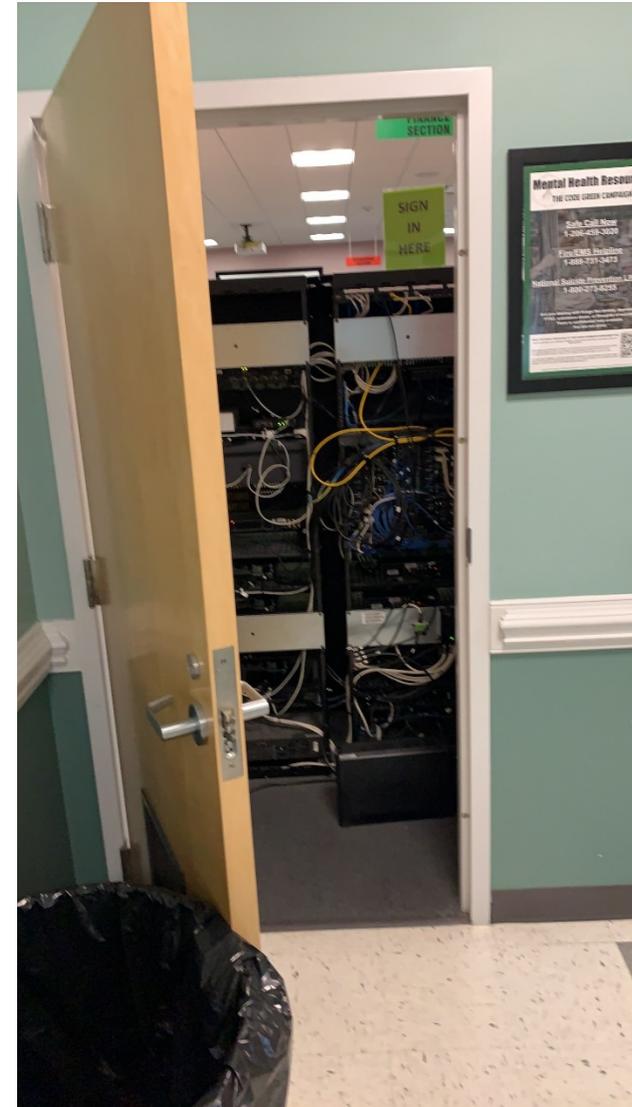
RFP # 211109-211

APPENDIX D – Existing Hardware Rack (68.5” high x 43” wide x 20” deep)

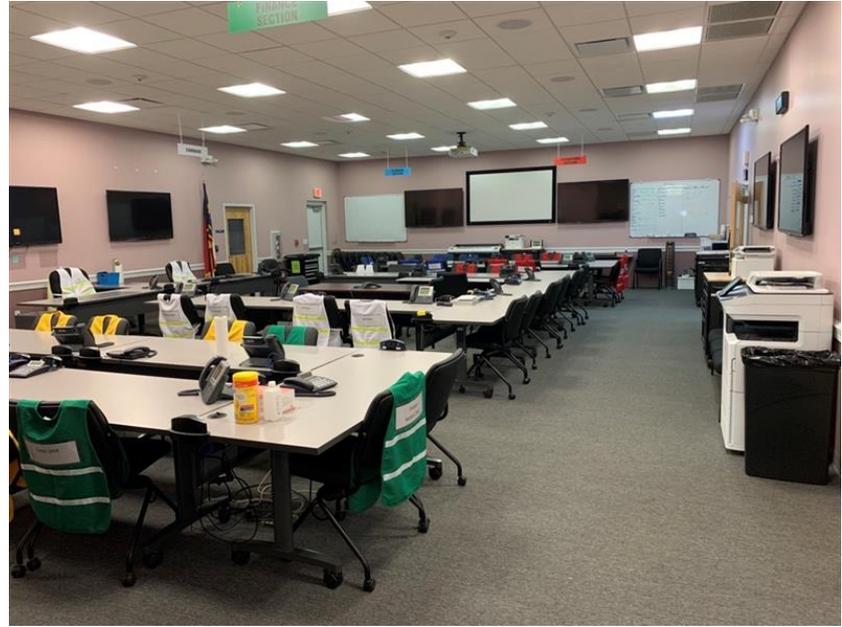
Front



Back



RFP # 211109-211
APPENDIX E – EOC (30' x 49')



RFP # 211109-211

APPENDIX F – Conference Room (12' x 18')

