BID INVITATION

BID NAME: CRANE TRUCK

BID NUMBER: 21E0120
BID DUE: 2:00 PM, August 4, 2020

SUBMIT BIDS TO:

TERESA HORSBOLL
ASSISTANT PROCUREMENT MANAGER
CAPE FEAR PUBLIC UTILITY AUTHORITY
235 GOVERNMENT CENTER DRIVE
WILMINGTON, NC 28403

COMPANY NAME:
CONTACT NAME:
ADDRESS:

CITY STATE ZIP

TELEPHONE: FAX:

EMAIL ADDRESS:
NOTICE IS HEREBY GIVEN that the Cape Fear Public Utility Authority (hereinafter referred to as “CFPUA” or “the Authority”) is requesting bids for a New / Unused Crane Truck. CFPUA will receive such sealed bids in the office of and addressed to:

Cape Fear Public Utility Authority
Teresa Horsboll
Assistant Procurement Manager
235 Government Center Drive
Wilmington, NC 28403

Bids must be in by 2:00pm August 4, 2020 at 235 Government Center Drive, Procurement Department and marked “Crane Truck”, “Attention Teresa Horsboll”. Bids must be received by Teresa Horsboll, Assistant Procurement Manager or designee. The official time will be by the time per the Assistant Procurement Manager’s Verizon cell phone. Meeting place will be outside the main entrance at Cape Fear Public Utility Authority, 235 Government Center Drive. No late bids will be accepted. The Bidders are responsible for allowing time for traffic and parking prior to delivering the bids. It is the bidder’s responsibility to ensure that the bids are received on time. Bids must be in a sealed envelope.

Instructions and specifications for submitting bids may be obtained from:

Cape Fear Public Utility Authority’s
Procurement Department
Phone 910-332-6401
email bids@cfpua.org
from 8:00AM to 4:00PM, Monday through Friday

To receive any addendum you must register with Teresa Horsboll, Procurement Manager via email at bids@cfpua.org.

All proposals forms must be properly executed and submitted as part of the proposal. CFPUA reserves the right to reject any or all proposals.

The Cape Fear Public Utility Authority does not discriminate on the basis of race, sex, color, age, national origin, religion or disability in its employment opportunities, programs, services, or activities.

-Teresa Horsboll, Assistant Procurement Manager
GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this bid invitation to obtain proposals for supplying the materials, supplies and/or equipment listed on the Proposal Sheet. You are requested to submit your bid on the enclosed Proposal Sheet and return the entire package to the Assistant Procurement Manager, Cape Fear Public Utility Authority, 235 Government Center Drive, Wilmington, North Carolina 28403 no later than the time specified in the bid advertisement.

Marking of Bid Envelopes

Bids must be contained in a sealed envelope, plainly marked, showing the bid name, bid number, date, time for opening bids and the bidder's name.

Late Bids Not Considered

Bids received after the stipulated bid opening date and time will not be considered.

Compliance With Specifications

Your bid must be in strict compliance with the specifications and offer the same or equal materials. Exceptions are to be listed separately as described in the bid tab which will become a part of your proposal, otherwise it is fully understood that the materials offered are exactly as specified. The Cape Fear Public Utility Authority reserves the right to allow or disallow minor deviations from the specifications in order to purchase what is best for the Authority from a standpoint of quality, price and service to be rendered.

Warranty

In submitting a bid, the bidder warrants that all goods furnished shall be free from all defects and shall conform in all respects to the Technical Specifications established herein. Bidder shall submit with the bid form a copy of the manufacturers' warranties against defects in materials and workmanship covering the goods bid upon. At any time during that period, if a defect should occur in any item, that item shall be repaired or replaced by the seller at no obligation to the buyer except where it can be shown that the defect was caused by misuse. The bidder expressly warrants that all items bid are fit and sufficient for their intended purpose. If the specifications contain a statement of the particular purpose for which the goods will be used, the goods offered by Bidder shall be fit for this purpose.

Shipping

All prices quoted shall include all delivery and freight charges to CFPUA facility defined in the scope. No additional freight shall be charged at time of delivery. Risk of loss and/or damage shall be upon the seller until such time as the goods have been physically delivered and operable by the buyer.
Any damage caused to Cape Fear Public Utility Authority facilities, i.e. gates, roads, storm drains, etc. by supplier or trucking company acting on behalf of supplier shall be repaired/remedied at replacement cost by supplier.

**Unit Prices to Prevail**

Prices shall be submitted on per unit basis by line item. In the event of a disparity between the unit price and the extended price, the unit price shall prevail.

**Bid Price Corrections**

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

**Withdrawal of Bids**

Bids may be withdrawn at any time prior to the time specified for the bid opening upon written or personal request of the bidder. No bid may be withdrawn for a period of sixty (60) days after the scheduled bid opening time and date. Negligence on the part of the bidder shall not constitute a right to withdraw the bid subsequent to such bid opening.

**Use of Brand Names and References**

Unless otherwise stated, the use of manufacturer's names and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish otherwise it is fully understood that they shall furnish all items as stated.

**Alternate Bids**

Bids submitted as alternate which do not meet or exceed the minimum specifications shall be rejected except that minor deviations may be acceptable. The Authority shall be the sole judge of what is considered a minor deviation.

**Time For Delivery**

The time for delivery must be stated in calendar days on the Proposal Sheet and may be a factor in making awards, price notwithstanding.

**Point of Delivery**

The point of delivery will be indicated on the Purchase Order or when the order is placed.

**Rejection of Bids**

The Authority reserves the right to reject any and all bids. to waive any non-material irregularities or informalities in any bid, to accept or reject any item or combination of items, and to request additional clarification of bids.
Awards

Award shall be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract. It is the intent of the Authority to award based upon the greatest value to the Authority. Term of Contract and price for that period shall be taken into consideration and assessed for the value of the period. Time of delivery and prompt payment discounts will be considered in breaking tie bids.

Brochures and Literature

Your proposal must be accompanied by descriptive literature marked indicating the exact item(s) bid upon. The term "as specified" will not be acceptable.

Addendums

The Cape Fear Public Utility Authority shall not be responsible for any oral instructions made by its employees or officers of the Authority in regards to the bidding instructions, drawings, specifications or contract documents. Any changes to the specifications will be in the form of an Addendum which will be emailed to all bidders who are listed with the Purchasing Division as having received the invitation or any other bidder who requests an Addendum.

Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Taxes

The Cape Fear Public Utility Authority is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

Terms and Conditions

Payment will be made by the Cape Fear Public Utility Authority in full for all materials delivered as soon after complete delivery and receipt of a correct invoice as can be processed in accordance with these specifications.

Any company submitting a "No Bid" in response to a bid invitation should clearly mark the outside of the envelope.

Terms and Conditions attached to the bid by the bidder and made a condition of purchase may render the bid non-responsive and may be rejected by the Cape Fear Public Utility Authority.
Terms and Conditions included herein are an integral part of the bid document and shall prevail unless changes or attachments are agreed to and initialed by the Cape Fear Public Utility Authority prior to the bid opening.

Training/Safety

Shipping, onsite installation and training schedules must be agreed upon beforehand by the Authority. Authority personnel must be trained in the use of and/or safety aspects of the equipment, materials or chemical. The factory representative shall effectively train the Authority Personnel in all aspects including assembly, disassembly, operating procedures, safety and any other training necessary for its safe and effective use. Items received without sufficient training when requested will be set aside and payment withheld until sufficient training can be completed.

Public Information

All proposals received become the property of the Authority and information included therein or attached thereto, shall become public record upon their delivery to the Authority. Any information deemed by the bidding agency to be protected as a trade secret shall be submitted separately in a sealed envelope along with a statement supporting this assertion.

Non Collusion

By submitting an executed proposal the signer certifies that this proposal is submitted competitively and without collusion, that none of the officers, directors, or owners of an unincorporated business entity has been convicted of any violations of the General Statues, the Securities Act of 1933, or the Securities Exchange Act of 1934.

Iran Divestment

Vendor certifies by signing this bid that they are in compliance with the Iran Divestment Act N.C.G.S. Chapter 147 Article 6E and as of the date listed below, the Vendor named in this bid is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. Article 6E, §147-86.58. Vendor shall not utilize any subcontractor found on the State Treasurer’s Final Divestment List located on the State Treasurer’s website at the address www.nctreasurer.com/Iran.
I. Specification: CFPUA is soliciting bids for a new Crane Truck. Specifications are listed on Pages P-2 to P-8. Bidder is to return these pages with their bid and indicate for each item whether or not their bid complies. If an item is marked “no” bidder shall submit on a separate sheet a full description of the variance. Failure to respond to each section of the specification may cause the bid to be considered non-responsive and rejected. CFPUA reserves the right to allow or disallow minor deviations from the specifications in order to purchase what is best for the Authority from a standpoint of quality, price and service to be rendered.

II. Bid Form: Please provide lump sum bid, Manufacturer, Model, Year, Delivery ARO (After Receipt of Order) and location of Service Facility.

III. Liquidated Damages: For each consecutive calendar day delivery extends beyond the delivery days in the contract, $500.00 shall be deducted from the purchase price.

IV. Bid Questions: Questions about the bid will be received until July 28, 2020 at 2:00pm via email only at bids@cfpuua.org

### Deadlines Schedule:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for quotes</td>
<td>July 20, 2020</td>
</tr>
<tr>
<td>Deadline for Questions (questions must be</td>
<td>July 28, 2020 by 2:00 PM</td>
</tr>
<tr>
<td>emailed)</td>
<td></td>
</tr>
<tr>
<td>Deadline for Receipt of proposals</td>
<td>August 4, 2020 by 2:00 PM</td>
</tr>
<tr>
<td>Proposed date of Award at CFPUA Board Meeting</td>
<td>September 9, 2020</td>
</tr>
</tbody>
</table>
PROPOSAL SHEET
CRANE TRUCK
BID NUMBER: 21E0120

The undersigned hereby certifies that this bid is made without prior understanding, agreement or connection with any person(s), firm(s) or corporation(s) making bids or proposals. The bidder further certifies that he is not suspended or debarred from bidding by any federal, state, or local agency and that, if awarded this contract, he will abide by all specifications, provisions and conditions contained in the bid invitation.

Bids must be per the unit specified below and CFPUA reserves the right to reject bids that are not done in accordance with the specification.

The total price unit shall include all freight charges for delivery to CFPUA facility.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Crane Truck</td>
<td>$</td>
</tr>
</tbody>
</table>

Manufacturer

Model

Year

Delivery ARO

Location of Service
Facility Must be within 200 miles

Attachments to Bid
As required in the Bid Package, the bidder shall attach the following to the Bid:

1. Page P-1 Thru P-8
2. Complete specifications of equipment proposed.
3. Copy of warranties
4. Options
5. Exceptions to bid (if any)

Addendum
Receipt of the following Addendum is acknowledged:

Addendum No. ___________________ Date _________________, 20__
Addendum No. ___________________ Date _________________, 20__
Addendum No. ___________________ Date _________________, 20__
## SPECIFICATIONS FOR CRANE TRUCK (Attach with Bid)

### MINIMUM GENERAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>Truck Cab and Chassic:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cab: Regular or Supercab</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Model: F-550 or 5500 or equivalent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paint Color: White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trim: XL or Tradesman or equivalent basic work truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CA/CT: 84”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GVW: 19,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engine: Diesel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmission: Automatic</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Crane Body as follows:

<table>
<thead>
<tr>
<th>11' long heavy duty galvanealed steel body</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Locking System</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
- Gas shock door retainers on all vertically hinged doors

- (8) Recessed cargo tie down rings

- (2) Grab handles on rear of body

- 14" double panel slam type tailgate

- 21" workbench bumper with through compartment and flexible step

- Electronic back-up alarm

- 5/16" top plate bumper with integrated 2" receiver tube hitch and 7 way trailer plug

- 44" sidepacks with curbside 1st and 2nd compartments raised to 60" to allow for oxygen and acetylene bottles

- Sealed automotive style wiring harness with easy access power distribution panel

- **FMVSS 108** LED light and reflector kit

- LED Strip lighting in all compartments
- (2) Work lights on rear of body with wiring harness for up to an additional (4) work lights

- Entire body E-coat primered in 12 step process

- Compartment interiors sprayed with Line-X Ultra

- Understructure and bottom of compartments undercoated

<table>
<thead>
<tr>
<th>Shelving arrangement as follows:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Streetside front vertical compartment- Aluminum</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Drawer Unit with 2 - 8", 1 - 6", 3 - 4" drawers. Comparable to DU36281812 | | |
| Streetside second vertical compartment- (2) Adjustable divider trays (Includes (4) adjustable dividers per tray) | | |
| Streetside horizontal compartment- (1) Adjustable divider tray (Includes (4) adjustable dividers) | | |
| Streetside rear vertical compartment- (2) Adjustable divider trays (Includes (4) adjustable dividers per tray) | | |
| Curbside front vertical compartment- Vented compartment with oxygen and acetylene tank holders and 60" high interior partition kit with (3) Adjustable shelves | | |
- Curbside second vertical compartment - (2) Adjustable divider trays (Includes (4) adjustable dividers per tray)

- Curbside horizontal compartment - (1) Adjustable divider tray (Includes (4) adjustable dividers)

- Curbside rear vertical compartment - (1) Hose reel mounting shelf

- Reinforce spring pack on rear axle to level truck

- Line-X protective coating on entire front of body, compartment backs, tops, cargo floor, inside tailgate and workbench bumper

- ICC Safety kit located in cab

- Factory back-up camera system

- Body Installed and painted white to match cab

<table>
<thead>
<tr>
<th>Telescopic crane as follows:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>-43,000 ft.fib. rating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-400 degree rotation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-29' hydraulic reach</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
-8,000 lb. maximum lift capacity (Double Line)

-Load holding valves on all cylinders

-Overload protection system

-Anti two block system located on winch in lieu of boom tip

-Radio remote control

-Crane hook and snatch block

-Hexagonal boom

-Boom support

-Power out (crane side only)/Power down outriggers

-Stabilizers on each front corner

-30-gallon bulkhead mounted oil reservoir

<table>
<thead>
<tr>
<th>Rotary screw air compressor as follows:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>-45 CFM@ 150 PSI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feature</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>100% duty cycle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integrated hydraulic oil and air coolers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High temperature shutdown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cold start protection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High pressure relief valve</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automatic head pressure blowdown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Gallon air receiver tank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/2&quot; x 50' Air hose reel located in curbside rear vertical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>compartment and routed through rear wall with guide</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/2&quot; moisture separator/regulator/oiler</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The undersigned hereby certifies that this bid is made without prior understanding, agreement or connection with any person(s), firm(s) or corporation(s) making bids or proposals. The bidder further certifies that he/she is not suspended or debarred from bidding by any federal, state, or local agency and that, if awarded this contract, he/she will abide by all specifications, provisions and conditions contained in the bid invitation.

Please provide the following information on your company:

<table>
<thead>
<tr>
<th>Company Legal Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td>City, State, Zip:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Printed Name:</td>
</tr>
<tr>
<td>Signature:</td>
</tr>
</tbody>
</table>

Type of Company: check one

__Sole Proprietor
__Partnership
__Corporation State of incorporation: ____________________________
__LLC State of incorporation: ____________________________

Is your company a minority owned company? __________Yes _____________No

If so is it __________MBE __________WBE __________HUB __________DBE
UNIT PRICE CONTRACT FOR SUPPLIES

THIS CONTRACT, made and entered into this the ______day of ________, 20__ by and between the CAPE FEAR PUBLIC UTILITY AUTHORITY, a municipal corporation organized under the laws of the State of North Carolina (hereinafter called "AUTHORITY"), and ________________________________, (a corporation organized under the laws of the State of ________________, having its principal place of office in ________________________) (hereinafter called "VENDOR").

1. Purpose of Contract

The AUTHORITY hereby agrees to purchase the items listed below from the VENDOR, and VENDOR agrees to provide the items so listed to AUTHORITY as ordered in accordance with the provisions of this contract. VENDOR'S proposal dated ________________, 2020 together with the general specifications, technical specifications and proposal sheet outlined in the bid invitation dated ________________, 2020 and all other portions of the bid invitation so dated are considered part of this contract and are incorporated into this contract.

2. Scope of Services

VENDOR shall supply AUTHORITY with the following items:

_____________________________________

It is specifically understood and agreed that the VENDOR agrees unconditionally to furnish all of the items referred to above during the stated period or to arrange for the delivery of the items from other suppliers to the AUTHORITY in accordance with the prices, terms and conditions of this contract.

3. Quantities and Delivery

The Crane Truck shall be delivered within _______ calendar days ARO.
4. **Price and Payment**

   The items referred to in Paragraph 2 above shall be supplied to AUTHORITY by VENDOR for the period of this agreement as set forth in Paragraph 1 above, at the following prices: ________

   Payments shall be made from AUTHORITY to VENDOR within 30 days of receipt of invoice and delivery of truck.

5. **Default Provisions**

   (a) The AUTHORITY may, subject to the provisions of Paragraph (c) below, by written notice of default to the VENDOR, terminate the whole or any part of this contract in any one of the following circumstances:

   (i) If the VENDOR fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

   (ii) If the VENDOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with the terms, and in either of these two circumstances does not cure such failure within a period of ten days after receipt of notice from the AUTHORITY specifying such failure.

   (b) In the event the AUTHORITY terminates this contract in whole or in part, as provided in Paragraph (a) of this clause, the AUTHORITY may procure, upon such terms and in such manner as the AUTHORITY deem appropriate, supplies or services similar to those so terminated, and the VENDOR shall be liable to the AUTHORITY for any excess costs for such similar supplies or service; provided, that the VENDOR shall continue the performance of this contract to the extent not terminated under provisions of this clause.

   (c) The VENDOR shall not be liable for any excess of costs if acceptable evidence has been submitted to the AUTHORITY that failure to perform this contract was due to causes beyond the control and without the fault or the negligence of the VENDOR.

6. **Warranties**

   VENDOR warrants that the specifications of the above named and described supplies are as set forth by VENDOR and that said supplies will in all ways comply with the minimum requirements contained in the bid invitation, general specifications, technical specifications, and proposal sheet incorporated as part of this contract. VENDOR hereby covenants and warrants that the supplies delivered hereunder shall be free from patent and latent defects, which the AUTHORITY is not in any manner bound, by inspection or otherwise, to discover. The intent and meaning of this section is to place upon VENDOR the
sole and exclusive responsibility for delivering the supplies in accordance with the specifications, schedules and approved plans.

8. **Increases or Reductions of Quantities**

The unit prices shall not vary, notwithstanding any increase or reduction in the quantities to be delivered hereunder; and no claims for damages shall be made by or allowed to the VENDOR by reason or such increase or reduction.

9. **Inspection**

AUTHORITY shall receive and shall inventory and inspect the supplies delivered. AUTHORITY shall determine whether the quality of said supplies is in accordance with the specifications as referenced herein. AUTHORITY is authorized to reject supplies in contravention of this contract and of the said specifications; and VENDOR, at his own cost and expense, shall remove such rejected supplies upon direction of the AUTHORITY.

10. **Delivery**

The VENDOR shall deliver the supplies called for as set forth in the contract and within the delivery time specified on the order or written request, which delivery time shall be in accordance with the terms of the bid proposal.

11. **Release and Indemnity**

To the fullest extent permitted by Laws and Regulations, VENDOR shall indemnify, hold harmless, and defend the officers, directors, members, partners, employees, agents, VENDORs and other VENDORs of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising directly or indirectly out of the obligations herein undertaken or resulting from the operations conducted, to the extent caused by any negligent act or omission of VENDOR, any sub-vendor of VENDOR, or any individual or entity directly or indirectly employed by any of them to perform any of the Services or anyone for whose acts any of them may be liable.

12. **Personnel**

It is mutually agreed that VENDOR is an independent contractor and not an agent or employee of the Authority nor does this create any type of joint employment relationship with any of the employees of the VENDOR. As such the VENDOR, or any employees thereof, or sub-contractors, or any employees thereof, shall not be entitled to any Authority employment benefits, such as, but not limited to, wages or salary, vacation, sick leave, insurance, workers’ compensation, or pension and retirement benefits.

13. **Conflict of Interest**
No paid employee of the AUTHORITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

14. **Non-Waiver of Rights**

It is agreed that the AUTHORITY'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

15. **Entire Agreement**

The agreement constitutes the entire understanding of the parties.

16. **Binding Effect**

The agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

17. **Continuing Obligation**

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

18. **Reference**

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

19. **Interpretation**

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

20. **Saving Clause**

If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

21. **Other Laws and Regulations**
VENDOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including without limitation those regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. VENDOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. To the fullest extent permitted by law, VENDOR shall defend, release, indemnify, keep and save harmless the AUTHORITY, its agents, officials and employees, from and against any and all claims, damages, losses, expenses, costs, settlements, judgments, decrees, awards, fines, penalties, responsibilities or liabilities caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the failure to comply with any such standards, regulations, laws, statutes or ordinances by VENDOR or by any person acting for the VENDOR or for whom the VENDOR is or is alleged to be in any way responsible.

22. Amendments

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

23. Non-Discrimination

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 AUTHORITY’S option, in a termination or suspension of this agreement in whole or in part.

24. Advertising

No advertising, sales promotion, or other materials of the VENDOR will identify or reference this contract, or the Cape Fear Public Utility Authority’s name without the written consent of the Authority. Exception may be taken to the above with regard to listing the Authority as a job history reference in responses to requests for proposals.”

25. Non-Appropriation of Funds.
If the governing board does not appropriate the funding needed by CFPUA to make payments under this Agreement for a given fiscal year, CFPUA will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, CFPUA will promptly notify the VENDOR 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 CFPUA, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

26. Iran Divestment Act

VENDOR certifies by signing this agreement that they are in compliance with the Iran Divestment Act, N.C.G.S. Chapter 147 Article 6E. and as of the date listed below, the VENDOR named in this agreement is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. Article 6E, §147-86.58. VENDOR shall not utilize any subcontractor found on the State Treasurer’s Final Divestment List located on the State Treasurer’s website at the address www.nctreasurer.com/Iran

27. Environmental Policy

Please refer to our website for the Cape Fear Public Utility Authority’s Environmental Policy. Visit www.cfpua.org, click on How Do I…?, Learn About, and then choose Environmental Protection
Cape Fear Public Utility Authority Contract # 21E0120

IN WITNESS WHEREOF, the OWNER has caused this Agreement to be duly executed in its name and behalf and the Vendor has caused this Agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

This Agreement will be effective on ____ day of ____________________, 20____.

VENDOR

____________________________________
SEAL:

____________________________________
ADDRESS:

____________________________________
____________________________________
ATTEST:

BY: ________________________________
PRINTED: __________________________
TITLE: _______________________________

BY: ________________________________
PRINTED: __________________________
TITLE: _______________________________

I, ________________________________, a Notary Public, certify that the corporation’s Secretary, Assistant Secretary, or Trust Officer, Mr./Mrs./Ms. ________________________________ personally came before me this day and acknowledged that s/he is the ________________________________ of ____________________________, a corporation, and that by authority duly given and as act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assistant Vice President, Mr./Mrs./Ms. ________________________________, sealed with its Corporate Seal, and attested by him/herself as its Secretary, Assistant Secretary, or Trust Officer.

WITNESS my hand and official seal this the _______ day of ____________________, 20____.

________________________________________
Notary Public

My commission expires: _____________________
OWNER

CAPE FEAR PUBLIC UTILITY AUTHORITY

235 Government Center Drive
Wilmington, North Carolina 28403

BY: _____________________________  ATTEST: _____________________________

Jim Flechtner
Executive Director

Donna S. Pope
Clerk to the Board

NORTH CAROLINA
NEW HANOVER COUNTY

I, ____________________________, the undersigned Notary Public do hereby certify that Donna S. Pope personally came before me this date and acknowledged that she is the Clerk to the Board of Cape Fear Public Utility Authority, Wilmington, North Carolina, and that, by authority duly given and the act of the Board, the foregoing document was signed in its name by its Executive Director, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and official seal this the ____ day of ______________________, 20____.

_____________________________
Notary Public

My commission expires: ________________________

AUTHORITY ATTORNEY’S CERTIFICATION

This instrument has been reviewed and is approved as to form this the ____ day of ______________________, 20____.

_____________________________
Linda Miles
Consulting Attorney to the Board

AUTHORITY ACCOUNTANT’S CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the _____ day of ______________________, 20____.

_____________________________
John McLean
Chief Financial Officer