



Kernersville Fire Rescue Department
Request for Proposals (RFP)

NFPA-1582 Annual Physical Examination

Date of Issue: 1/7/2026

Proposal Submission Date: 2/4/2026

At 3:00 PM EST

Direct all inquiries concerning this RFP to:

Jason Robinson, Deputy Chief of Support Services

Email: jrobinson@toknc.com

Phone: 336-564-1922

No pre-proposal meeting is scheduled for this RFP.

Please submit all inquiries to the above contact and an addendum will be released, as needed

Table of Contents

Purpose3

Instructions to Contractor.....4

Scope of Work9

Proposal Review.....16

Award and Contract19

Conflict of Interest20

Appendix I.....22

Exceptions to RFP28

Execution Form30

1. PURPOSE

The Town proposes to engage one or more physicians and/or medical Contractors for a period of three years, to provide various Fire Rescue Department employment-related health and physician services as described in the Scope of Work. The Town of Kernersville employs approximately 100 full-time Fire Rescue personnel.

- NFPA-1582 Annual Physical Exams
- Fitness for Duty and Medical Screenings for Fire Department

Responders to this RFP may submit one comprehensive proposal covering all services requested or choose to submit a proposal for any one of the services outlined in the Scope of Work. It is the Town's intention to select one or more proposals from among those responding to this request for the purpose of further discussions concerning a contract.

Copies of the RFP, proposal forms, addendums, etc. may be obtained by contacting the project manager during regular business hours or by visiting the website at www.toknc.com:

Jason Robinson, Deputy Chief of Support Services
Kernersville Fire Rescue Department
(336) 564-1922
jrobinson@toknc.com

The anticipated start date is July 1, 2026. The Town of Kernersville intends to enter into a contract with the Contractor for a one (1)-year Base Contract Term, with an option for three (3) additional years, exercisable in one (1) year increments, if both parties are in agreement. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

The Town encourages participation by small, minority, disabled, and woman-owned businesses. The Town of Kernersville reserves the right to reject any and/or all proposals.

1.1. Definitions

The Town of Kernersville has defined, but reserves the right to redefine through written addenda, the following terms for the purposes of this RFP and procurement process:

1. The term "Agreement" or "Contract" means the agreement for the NFPA-1582 Annual Physical Exams & Fitness for Duty and Medical Screenings for the Fire Rescue Department services between the Town of Kernersville and the successful Contractor in this procurement.
2. The term "Authorized Agent" means the Town Manager.
3. The term "Contractor General Manager" means the person identified by the Contractor and approved by the Town of Kernersville as responsible for managing and implementing the Contractor's duties under the Agreement.
4. The term "Contracting Officer" means Jason Robinson, Kernersville Fire Rescue Department, Deputy Chief of Support Services, for the Town of Kernersville, or their designee, responsible for the administration of this RFP.
5. The term "Interested Party" means any person who is an actual or prospective Contractor or who has economic interest in the award of the Contract or the failure to award the Contract.

6. The term “Proposal” refers to a written document submitted by a Contractor in response to this RFP.
7. The term “Prospective Contractor” means any person who receives the RFP from the Contracting Officer named in this RFP.
8. The term “Contractor” means the service and/or prime contractor preparing and submitting the RFP and selected for service operation.

1.2. Town of Kernersville Rights and Options

The Town of Kernersville, at its sole discretion, reserves the following rights:

1. To supplement, amend, substitute or otherwise modify this RFP at any time. The Town of Kernersville will provide notice of such to potential contractors;
2. To cancel this RFP with or without the substitution of another RFP;
3. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the Town of Kernersville;
4. To issue additional requests for information;
5. To require one or more Contractors to supplement, clarify or provide additional information in order for the Town of Kernersville to evaluate the proposals submitted;
6. To conduct investigations with respect to the qualifications and experience of each Contractor;
7. To waive any defect or technicality in any Proposal received; and
8. To reject any or all Proposals.

2. INSTRUCTIONS TO CONTRACTORS

It shall be the Contractor’s responsibility to read the Request for Proposals (RFP) in its entirety and comply with all requirements and specifications herein. Contractors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

The Contractor is responsible for verifying any and/all information provided and familiarization with the Work required prior to submitting a proposal. The Contractor is expected to have become familiar with, and take into consideration, site conditions, which may affect the award at each of the sites. A plea of ignorance of the conditions that exist, or may hereafter exist, on the sites of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will not be accepted as an excuse or any failure, or omission on the part of the successful documents and to complete the work for the consideration set forth herein, or as a basis for any claim whatsoever.

2.1. Schedule of Event

The Town of Kernersville reserves the right to alter the schedule of events or any portion of this RFP.

Event	Responsibility	Date and Time
Issue RFP	Town	January 7, 2026
Pre-Proposal Meeting	N/A	No Pre-Proposal Meeting
Submit Written Questions	Contractor	January 21, 2026 at 4:00pm
Provide Response to Questions	Town	January 28, 2026 at 4:00 pm
Submit Proposals	Contractor	February 4, 2026 at 3:00 pm
Interviews	Town	TBD
Review by Selection Committee	Town	February 11, 2026
Board of Alderman Review & Approvals	Town	March 25, 2026
Contract Award	Town	TBD
Commencement of Service	All Parties	July 1, 2026

2.2. RFP Questions

Upon review of the RFP documents, Contractors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the RFP process, Contractors shall submit written questions via email to Jason Robinson, no later than Wednesday 1/28/2026 by 4:00 PM at jrobinson@toknc.com.

2.3. Addenda

Any changes to the RFP documents or information requiring clarification will be issued in the form of a written addendum and furnished on the Town's website at www.toknc.com. Verbal information will not be considered binding. Once issued, an addendum becomes a part of the RFP documents. It is the responsibility of each Contractor to ensure that they have received all addenda prior to submitting a proposal.

2.4. Submission

Proposals shall be mailed, hand delivered, and/or emailed to the location shown below. The envelope and/or email subject line shall bear the name KFRD NFPA-1582 Annual Physical Examinations for Kernersville Fire Department RFP. It is the sole responsibility of the Contractor to ensure that its Proposal reaches the Kernersville Fire Rescue Department by the designated date and hour indicated above. This is NOT a public proposal opening.

MAILING ADDRESS FOR DELIVERY OF PROPOSAL (USPS, FEDEX, UPS, OR HAND DELIVERY)	EMAIL DELIVERY
Town of Kernersville Fire Rescue Department 1180 NC Highway 66 South Kernersville, NC 27284 Attn: Jason Robinson, Deputy Chief of Support Services Subject: NFPA-1582 Annual Physical Examination for Kernersville Fire Rescue Department RFP	Jason Robinson Deputy Chief of Support Services jrobinson@toknc.com Subject: NFPA-1582 Annual Physical Examination for Kernersville Fire Rescue Department RFP

Proposals submitted after the February 4, 2026 at 3:00 pm deadline will not be considered.

The Town reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the equipment or services for intended purposes as deemed to be in the best interest of the Town.

2.5. Expense of Submittal Preparation.

The Town of Kernersville accepts no liability for the costs and expenses incurred by the Contractors in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Contractor that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Town of Kernersville for the costs and expenses associated with the procurement process.

2.6. Proposal Conditions.

The following terms are applicable to this RFP and your organization's Proposal:

2.6.1. RFP Not an Offer.

This RFP does not constitute an offer by the Town of Kernersville. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the Town of Kernersville unless the Town of Kernersville and your organization execute a Contract. No recommendations or conclusions from this RFP process concerning the Contractor shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

2.6.2. General Reservation of Rights.

The Town of Kernersville reserves the right, in its sole discretion, to reject any or all Proposals in response to this RFP, to waive any irregularities or informalities in a Proposal, and to enter into any Agreement deemed by the Town of Kernersville to be in the best interest of the Town of Kernersville, with one or more of the Contractors responding. The Town of Kernersville reserves the right to discuss and negotiate with selected Contractor any terms and conditions in the Proposals including but not limited to financial terms.

2.6.3. The Town of Kernersville's Right to Terminate Discussions.

The Contractor's participation in this process might result in the Town of Kernersville selecting your organization to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the Town of Kernersville to execute a Contract or to continue discussions. The Town of Kernersville can terminate discussions at any time and for any reason.

2.6.4. Requirement for Representation as to Accuracy and Completeness of Proposal.

Each Contractor shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: "The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the Town of Kernersville, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Town of Kernersville as to any material facts."

2.6.5. Trade Secrets/Confidentiality.

Upon receipt at the Town of Kernersville, your Proposal is considered a public record except for material, which qualifies as “trade secret” information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal will be reviewed by the Town of Kernersville’s Selection Committee, as well as other Town of Kernersville staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Contractor must take the following precautions: (a) any trade secrets submitted by a Contractor should be submitted in a separate, sealed envelope marked “Trade Secret— Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Contractor agrees that the Town of Kernersville may reveal any trade secret materials contained in such response to all Town of Kernersville staff and Town of Kernersville officials involved in the selection process, and to any outside consultant or other third parties who serve on the selection committee or who are hired by the Town of Kernersville to assist in the selection process. Furthermore, each Contractor agrees to indemnify and hold harmless the Town of Kernersville and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Contractor has designated as a trade secret. Any Contractor that designates its entire Proposal as a trade secret may be disqualified.

2.6.6. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

2.6.7. Reservation of Right to Change Schedule.

The Town of Kernersville shall ultimately determine the timing and sequence of events resulting from this RFP. The Town of Kernersville reserves the right to delay the closing date and time for any phase if the Town of Kernersville staff believe that an extension will be in the best interest of the Town of Kernersville.

2.6.8. Reservation of Right to Amend RFP.

The Town of Kernersville reserves the right to amend or cancel this RFP at any time during the process if it believes that doing so is in the best interests of the Town of Kernersville. Any addenda will be sent to each Contractor in writing. Contractors are required to acknowledge their receipt of each amendment by stipulating receipt via email to the Contracting Officer, and also by signifying receipts as part of the cover letter that accompanies such said submittal of Contractor’s package seeking consideration.

2.6.9. Additional Evidence of Ability.

A Contractor shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by the Town of Kernersville.

2.6.10. No Collusion or Conflict of Interest.

By responding to this RFP, the Contractor shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Contractor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Any evidence of collusion or fraud will be investigated and prosecuted by the Town of Kernersville to the fullest extent of the law.

2.6.11. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Contractor. The Town of Kernersville reserves the right to negotiate price and services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the Town of Kernersville. The Contractor chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the Town of Kernersville's election. Any false or misleading statements found in the Proposal will be grounds for disqualification.

2.6.12. Subcontracting.

The successful Contractor shall be the prime Contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Successful Contractor will assume all responsibility for the performance of the Services that are supplied by the subcontractor. Additionally, the Town of Kernersville must be named as a third-party beneficiary in all subcontracts.

2.6.13. Withdrawal for Modification of Proposals.

Contractors may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by the Town of Kernersville prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked "Modifications to Proposal."

2.6.14. No Bribery.

In submitting a response to this RFP, each Contractor certifies that neither it, any of its affiliates or subcontractor, or any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the Town of Kernersville in connection with this Agreement.

2.6.15. Exceptions to RFP.

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Contractor's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Contractor provides an alternate solution when

taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Contractor's solution, must be described in detail.

2.6.16. Compliance with Laws.

In submitting a Proposal, each Contractor agrees to make itself aware of, and comply with, all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFP. Each Contractor further agrees that it will at all times during the term of the Contract comply with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to: Workers' Compensation; Fair Labor Standards Act (FLSA); Americans with Disabilities Act (ADA); Family and Medical Leave Act (FMLA); US Department of Homeland Security, E-Verify; and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFP.

2.6.17. Clarification of Ambiguities.

Any Contractor believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the Town of Kernersville in writing of such apparent discrepancy. Failure to notify the Town of Kernersville will constitute a waiver of claim of ambiguity, inconsistency or error.

2.6.18. Contractor's Obligation to Fully Inform Themselves.

Contractors or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Contractors own risk.

2.6.19. Disclaimer.

Each Contractor must perform its own evaluation and due diligence verification of all information and data provided by the Town of Kernersville. The Town of Kernersville makes no representations or warranties regarding any information or data provided by the Town of Kernersville.

2.6.20. Independent Contractor

The relationship between the Town of Kernersville and the Contractor shall be that of independent contractor and not agent or employee.

3. SCOPE OF WORK:

The Contractor shall perform work in accordance with Town of Kernersville policies, rules and procedures including Personnel Policies, General Policies, Finance Policies, Risk Management Policies and Fire Rescue Operating Policies; along with any other relevant policies or procedures and must meet the criteria listed below:

3.1. Pre-employment Medical Services

All firefighters require a Pre-Employment Examination before they can begin employment by Kernersville Fire Rescue Department (KFRD). These Pre-Employment Examinations should emphasize the otorhinologic, respiratory, cardio-vascular, and neurologic systems and shall consist of:

- Medical history review
- NFPA-1582 Medical Surveillance Evaluations
- Electrocardiogram/Interpretation
- Hemoglobin A1c
- PPD (Tuberculin Skin Test)
- PSA (Prostate Specific Antigen) if Applicable
- Hepatitis B Titer (Post Immunization) if Applicable
- Hepatitis B Immunization (Single Injection) if Applicable
- Thyroid Profile if Applicable

Further tests as deemed necessary based on preliminary examination findings.

3.2. All current KFRD firefighters must undergo an NFPA-1582 Annual Physical Examination

These Annual Physical Examinations shall consist of:

- Medical history review
- NFPA-1582 Medical Surveillance Evaluations
- Electrocardiogram/Interpretation
- Hemoglobin A1c
- PPD (Tuberculin Skin Test)
- PSA (Prostate Specific Antigen) if Applicable
- Hepatitis B Titer (Post Immunization) if Applicable
- Hepatitis B Immunization (Single Injection) if Applicable
- Thyroid Profile if Applicable

From time to time, KFRD requires certain firefighters to undergo further testing which shall consist of:

- Additional heavy metals testing on an as-needed basis as a result of a suspected exposure;
- Additional chest x-rays on an as-needed basis; and

3.3. National Fire Protection Association (NFPA) Physical Examinations and Medical Provider Requirements

In accordance with NFPA 1582, conduct a comprehensive medical evaluation that matches the workloads of firefighters and the ability of a firefighter to medically and safely perform those duties.

The NFPA 1582 standard addresses risk factors such as high cholesterol, smoking, hypertension, and pulmonary issues, among others. The components of the exam include the following, but do not include drug screening:

- Medical history review
- Physical examination

- Labs –Executive Blood panel (CBC w/ diff & platelets, glucose, lipids profile, TSH)
- Comprehensive Metabolic Profile (14)
- PPD screening (Tuberculosis)
- Vision testing (Titmus)
- Pulmonary function testing (Spirometry)
- Respiratory questionnaire review
- Urinalysis
- Pulse oximetry
- Audiogram review
- Aerobic capacity testing
- Physician consultation

Additionally, other tests and immunizations may be requested, depending on age, race, and employee immunization history. The most common tests and immunizations that may be requested are: Prostate Specific Antigen (PSA) and Tdap.

In accordance with NFPA requirements, provide designated physician to conduct non-work-related injury and illness return to work evaluations. The Contractor shall consult with the Town of Kernersville's Wellness staff in the assessment of non-work-related illnesses and injuries for clearance to return to work.

3.4. Conduct Urine Cotinine Screening Clinic for Certified Fire Department Personnel

The NFPA physical does not include cotinine screening for tobacco use. However, the Town's wellness insurance premium discount program requires cotinine screening as a part of the annual physical examination and, annually, a cotinine screening clinic is held for certified Fire Department personnel who want to participate in this program.

3.5. Reporting and Other Functions.

The Contractor shall serve as a resource to the Fire Rescue Department by providing medical expertise and knowledge of NFPA and OSHA standards, to advise the Fire Rescue Department on a firefighter's fitness for duty. The Contractor shall provide documentation to the Fire Rescue Department that clearly indicates whether an employee is fit for duty and what, if any, additional actions are warranted, and notify the Fire Rescue Department immediately if medical findings indicate there is sufficient reason to remove him or her from duty.

3.6. Rules and Regulations:

The Contractor is responsible for ensuring physicals are compliant with the following specific rules and regulations:

- Pre-Employment Examinations must adhere to standards under NFPA 1582 Standards should include two (2) thresholds. One (1) for existing employees and one (1) for newly hired fire fighters. All employees must meet the defined thresholds standards for their employee classification.

3.7. Specific Medical Qualification.

The Contractor shall employ a physician who specializes in occupational health. The Contractor shall be versed in OSHA standards of performance and shall work to ensure that the highest standards of occupational health and safety are achieved. The occupational physician shall have a working knowledge of public safety and, specifically, fire department operations (i.e. NFPA, OSHA, etc.).

3.8. Clearance Form Completion and Maintenance.

The Contractor shall develop and utilize a specific clearance form specifying findings and fitness for duty. This form should utilize a “Pass” or “Fail” standard for all physicals. Any outlying medical conditions on examinees shall be referenced on this form. This paperwork shall be submitted to the KFRD Deputy Chief of Support Services upon completion.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form.

4. SPECIFIC PROPOSAL REQUIREMENT

Proposals should be as thorough and detailed as necessary to allow the Town of Kernersville to properly evaluate the offeror’s capabilities to provide the required services. Offerors are required to submit the following items in the format provided as a complete proposal.

The Town reserves the right to request clarification of information submitted and to request additional information if deemed necessary.

4.1. Cover Letter

The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter should contain the following statement:

The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the Town of Kernersville’s Request for Proposals.

Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.

The cover letter should contain one of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the RFP titled “Trade Secrets and Confidentiality,” the Town may treat everything it receives from the candidate as NOT trade secret or confidential, and the Town may disclose to the public everything it receives from the candidate.

- A. With respect to all trade secrets that the candidate may submit to the Town in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFP titled “Trade Secrets and Confidentiality,” including all of its

subsections, including the subsection titled “Defense of Town.” The candidate acknowledges that the Town will rely on the preceding sentence.

-or-

- B. The candidate is not submitting any trade secrets to the Town in connection with this proposal or the contract; if the contract is awarded to the candidate, the candidate will not submit any trade secrets to the Town in connection with this proposal or the contract. The candidate acknowledges that the Town will rely on the preceding sentence.
- A. This proposal is an offer that cannot be revoked before 3:00 PM on February 4, 2026. The Town may allow the candidate to withdraw the offer by sending written withdrawal permission that refers specifically to this provision.

-or-

- B. This proposal is not an offer, and the candidate retains the right to decline to enter into a contract with the Town for the project.

4.2. Contact information.

Include the applicant’s name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the Town should contact regarding the proposal.

4.3. Legal Status of the Candidate and Signers.

State the full, exact name of the applicant. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the agreement

4.4. Qualifications, References, and Licenses.

- A. Describe the general nature of your medical practice with a brief history.
- B. Describe the experience of the physician(s) and other medical professionals who would be assigned to provide services to the Town and the percentage of medical professional time spent performing occupational medical services described above and other professional services provided by these individuals.
- C. If you have limited or no experience in handling employment-related health matters as requested in the Scope of Work, please describe in detail how you would propose to develop the requisite expertise in order to provide such services to the Town.
- D. Give brief resumes of the physicians and other medical professionals who would be assigned to work with the Town. Describe the anticipated division of duties among physicians, physician extenders, nurses, and others.
- E. Provide the names and telephones numbers of five clients you have provided similar or related services as described in Scope of Work who may be contacted as references.
- F. Verify that the list of services described above will be provided by your firm/practice and identify any other related services that you would customarily provide as part of a contract for employment-related health

services.

- G. Provide information on the capability of your practice to do a potentially high (although varying) volume of work for the Town very quickly, if necessary.
- H. Provide written evidence that physicians and physician extenders in the practice are licensed by the North Carolina Board of Medical Examiners and in good standing, with no unresolved complaints regarding competence, conduct, or quality of service, and no history of negative findings.

4.5. Project Team, Location of Work, and Subcontracting.

State the names and qualifications of the individuals who will have responsibility for this project.

4.6. Compensation.

Explain the entire compensation arrangement that you propose.

4.7. Assumptions regarding Town of Kernersville Actions and Participation.

If your proposal assumes that the Town will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.

4.8. Financial Condition, Insurance, Bonds, and Taxes.

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverages and limits. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

4.8.1. Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

4.8.2. Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a Town of Kernersville site.

4.8.3. Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies.

Contractor agrees to endorse Town of Kernersville as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

4.8.4. Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

4.8.5. Professional Liability- Contractor agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000, covering claims arising out of professional architect, engineers and surveyors' services performed in connection with this contract.

4.8.6. Environmental/Pollution- Contractor agrees to maintain Environmental/Pollution Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides as well as the negligent release of hazardous materials. Coverage may also be satisfied by endorsement to the Commercial General Liability policy with minimum limits of \$1,000,000/\$2,000,000.

Additional Insured – Contractor agrees to endorse the Town as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'Town of Kernersville as its interest may appear'.

4.8.7. Certificate of Insurance – Contractor agrees to provide Town of Kernersville a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Town within five (5) business days with a copy of the nonrenewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

Town of Kernersville
Attn: Risk Management
134 East Mountain Street
Kernersville, NC 27284

All insurance companies must be authorized to do business in North Carolina and be acceptable to the Town of Kernersville's Risk Manager.

4.9. Conflict of Interest.

If the candidate has any grounds to believe there could be a conflict of interest, such as that a Town employee who is involved in awarding the contract has a connection with the candidate, please explain.

4.10. Format

Proposal should be submitted in the following format:

- Cover Letter
- Proposal sequenced in accordance with paragraphs above

Forms as follows: (All forms must be signed.)

- Exception to the Proposal Form (if any; Page 29)
- Execution Form (returned completed and signed (Page 31))

5. PROPOSAL REVIEW

5.1. Selection Process

Proposals will be evaluated for quality, completeness, and price value to the Town of Kernersville by an Evaluation Panel. Selection shall be made from all offers deemed to be fully qualified and best suited among those submitting proposals based on the evaluation of factors included in the RFP, including price. Price shall be considered but need not be the sole determining factor. The Evaluation Panel may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed the most advantageous.

The Town reserves the right, as part of the selection process, to request on-site (or virtual) demonstrations and/or presentations. In the event that such demonstrations or presentations take place, proposers will be selected for this process based on scores derived from the scoring matrix, which includes M/WBE participation, local availability, and all other applicable criteria. The scoring of the demonstration or presentation must be based upon the criteria from one or more of the original evaluation factors. After the demonstrations or presentations, each proposer will then be re-graded on the same criteria. The number of proposers chosen to take place in the demonstration/presentation process is subject to administrative discretion.

5.2. Competitive Range

The Town of Kernersville may establish a competitive range for the Proposals based on evaluation and review of qualifications and price. The Contracting Officer will notify Contractors in writing if a competitive range is established and whether or not they are within the range.

5.3. Best and Final Offers

The Town of Kernersville may elect to conduct interviews with all Contractors in the competitive range. Interviews may include a presentation by the Contractor, followed by questions, and any requests for clarification of a Proposal or advice from the Town of Kernersville on how a Proposal may be improved. Contractors may comment on any the Town of Kernersville requests for revisions. Contractors should be prepared to fully explain and justify Price Proposals, including the assumptions or models they used to develop costs. At the conclusion of the interview process, Contractors in the competitive range must submit a BAFO, if requested. The BAFO must respond to and fully address all issues, concerns, deficiencies, and questions that arose during the interview process, and should submit the most cost-effective Price Proposals feasible. If a competitive range is not established, the Evaluation Committee will evaluate and score the acceptable Proposals and determine the

highest ranked Proposal and will make its recommendation for contract award to the Town of Kernersville Board of Alderman.

6. EVALUATION AND AWARD CRITERIA

If an award is made, it is expected that the Town's award will be to the candidate that agrees to meet the needs of the Town. A number of relevant matters will be considered, including qualifications and cost.

6.1. Understanding of the Project— 5 points

Proposals will be evaluated against the questions set out below.

- (a) How well has the candidate demonstrated a thorough understanding of the purpose and scope of the project?
- (b) How well has the candidate identified issues and potential problems related to the project?
- (c) How well has the candidate demonstrated that it understands the deliverables the Town expects it to provide?
- (d) How well has the candidate demonstrated that it understands the Town's schedule and can meet it?

6.2. Methodology Used for the Project— 10 points

Proposals will be evaluated against the questions set out below.

- (a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (b) How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- (c) How well does the methodology interface with the schedule in the RFP?

6.3. Methods and Procedures – 20 points

Proposals will be evaluated against the questions set out below.

- (a) How many local locations does the Contractor have within 25 miles of Kernersville NC, how many you have within North Carolina, and describe if they have the ability to perform Employment-Related Physical Exams in other states.
- (b) How orders would be taken from the Town of Kernersville for services, such as through a web portal, order system, email, fax, etc.
- (c) How testing results would be communicated or transmitted back to the Town of Kernersville, such as through a web portal, order system, email, fax, etc.
- (d) What other medical services, diagnostic tests, or related services your organization could provide (if any).
- (e) Do your local facilities allow “walk-in” patients or would appointments need to be made?
- (f) What forms or documents will need to be provided by the candidate at the time of the physical?
- (g) What forms or documents will need to be provided by the Town to the Contractor prior to physicals (such as Job Descriptions, ADA Job Requirements, etc.)?

- (h) Do you offer onsite testing or services? (e.g. immunization shots, hearing tests, health screenings, done at Town of Kernersville locations)

6.4. Management Plan for the Project— 5 points

Proposals will be evaluated against the questions set out below.

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- (b) How well is accountability completely and clearly defined?
- (c) Is the organization of the project team clear?
- (d) How well does the management plan illustrate the lines of authority and communication?
- (e) To what extent does the candidate already have the hardware, equipment, and licenses necessary to perform the contract?
- (f) Does it appear that the candidate can meet the schedule set out in the RFP?
- (g) Has the candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (h) Is the proposal practical, feasible, and within budget?
- (i) How well have potential problems been identified?
- (j) Is the proposal responsive to all material requirements in the RFP?

6.5. Experience and Qualifications— 20 points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

- (a) Do the individuals assigned to the project have experience on similar projects?
- (b) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
- (c) How extensive are the applicable education and experience of the personnel designated to work on the project?
- (d) How knowledgeable are the candidate's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the candidate:

- (e) How well has the candidate demonstrated experience in completing similar projects on time and within budget?
- (f) How successful is the general history of the candidate regarding timely and successful completion of projects?
- (g) Has the candidate provided letters of reference from clients?
- (h) How reasonable are the candidate's cost estimates?
- (i) If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?

6.6. Contract Cost— 40 points

The lowest cost proposal will receive the maximum number of points allocated to cost. Cost is one of a number of factors, so a candidate with the lowest cost cannot count on being selected.

After interviews have been conducted with each selected offeror, the Town shall select the proposal which, in its sole opinion, is in the best interest of the Town and enter into negotiations with that firm. Should negotiations fail with this offeror, negotiations will be terminated with that offeror and negotiations will be opened with the next ranked firm, as required under the N.C.G.S. §143-129. Should the Town determine, in its sole discretion, that only one offeror is qualified, or that one offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that offeror. The file will show the Committee's perception of the strengths and weaknesses of each proposal received as basis for selection.

The successful firm will be expected to sign a contract with the Town of Kernersville. The successful firm shall execute and return the contract documents to the Town within ten (10) days of receipt. The Town reserves the right to include additional terms and provisions, as negotiated.

7. AWARD AND CONTRACT

7.1. Proposal Acceptance and Validity

The Town of Kernersville reserves the right to accept or reject any Proposals submitted in response to this RFP, or to refuse to enter into any contract resulting from any Proposal submitted, without expense to the Town of Kernersville. The Town of Kernersville may disqualify Contractors and reject Proposals for any of (but not limited to) the following causes:

1. Failure to use the Price Proposal format supplied by the Town of Kernersville;
2. Lack of signature by an authorized representative on the Proposal;
3. Failure to properly complete the Proposal and required signatory pages;
4. Evidence of a conflict of interest; or
5. Evidence of collusion among Contractors.

Each Proposal constitutes a binding offer to provide the services specified in this RFP, in accordance with the terms and conditions herein. Proposals are subject to negotiation at the discretion of the Town of Kernersville. Upon agreement on final terms, the parties shall promptly execute the final contract documents. The Agreement shall bind the Contractor to furnish and deliver at the price proposed and in accordance with conditions of the accepted Proposal and this RFP, as negotiated. If the Town of Kernersville selects a Contractor for contract award and the Contractor does not honor its binding offer, the Town of Kernersville may pursue any remedy permitted by law and will execute condemnation of the bid bond. All elements of the Proposal, including the price, shall remain valid for a period of not less than ninety (90) days from the Proposal due date, unless otherwise agreed to by the Town of Kernersville and the Contractor. The Town of Kernersville may extend the proposal period at any point through written notification.

7.2. Post Selection Negotiations

The Town of Kernersville will negotiate with the highest ranked Contractor to develop an executable Agreement and may request changes to Contractor's submittal. In the event the Town of Kernersville is unable to negotiate a

satisfactory agreement with the highest ranked Contractor one week after the notice of selection, the Town of Kernersville may terminate negotiations and undertake negotiations with the second highest ranked Contractor.

7.3. Notice of Award

The Notice of Award will not only advise the Contractor of the award recommendation but will also deliver the agreement for execution. The Contractor shall execute and deliver to the Town of Kernersville the Agreement with an original signature of the Contractor's authorized representative to the Town of Kernersville, with the following required documents:

1. The insurance certificates;
2. The designation of the Contractor's Key Personnel; and
3. The Contractor's organizational chart.

8. CONFLICTS OF INTEREST

No employee, officer or agent of the Town of Kernersville shall participate in the selection or in the award of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any Proposing firm:

1. The employee, or an officer or agent of the employee;
2. Any member of the employee's immediate family;
3. The employee's business partner; or
4. An organization which employs, or is about to employ any of the above.

8.1. Gratuities

The Town of Kernersville's officers, employees, and agents cannot solicit nor accept gratuities, favors, or anything of monetary value from Contractors or other parties with an interest in the selection of the award of the Contract.

8.2. Town of Kernersville Employees

The Town of Kernersville seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current or former Town of Kernersville employees in transactions with the Town of Kernersville. All Contractors, who anticipate contracting with the Town of Kernersville must identify, in their Proposal submission, any current Town of Kernersville employees or former Town of Kernersville employees (who had left the Town of Kernersville employment within a year preceding the issuance of this RFP) involved in the preparation of their Proposal or the anticipated performance of work or services if awarded the Contract.

8.3. Organizational

Prior to entering into the Contract, the Contractor is required to inform the Town of Kernersville of any real or apparent organizational conflict of interest. Such organizational conflict of interest would exist if the nature of the work under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the Contractor, or may affect the Contractor's objectivity in performing the Contract work.

8.4. Lobbying

During the period beginning with the advertisement and distribution of the RFP and ending with contract execution, no Prospective Contractor is allowed to communicate with any Town of Kernersville staff, employees, consultants, or agents regarding this RFP, excluding:

1. Communications with the Town of Kernersville's Contracting Officer; and
2. Communications that are in response to inquiries initiated by the Town of Kernersville.

Nothing in this section shall preclude a Prospective Contractor from contacting a Town of Kernersville employee for purposes of discussing future employment opportunities should that firm be selected as the Contractor, but the Prospective Contractor shall notify the Town of Kernersville Contracting Officer by e-mail of all such contacts with Town of Kernersville employees. The Contractor shall not, in any discussion with a Town of Kernersville employee, address any substantive or procedural matter relating to this RFP, the evaluation or selection process hereunder, or Contract award. Any Town of Kernersville employee who engages in a discussion with a Prospective Contractor regarding future employment shall be recused from any involvement whatsoever in any aspect of the procurement process under this RFP.

8.5. Collusion

Any evidence of agreement or collusion among Contractors will render the Proposals of such Contractors void. Advance disclosures of any information to any particular Contractor, which gives that particular Contractor any advantage over any other interested Contractor, in advance of the opening, made or permitted by an employee or representative thereof, will operate to void all Proposals of that particular bid, solicitation or request.

APPENDIX I

CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The Town of Kernersville reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard Town of Kernersville contract provisions.

1. Compensation; Time of Payment

The standard Town of Kernersville payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to (invoices@toknc.com) or mail to the Town of Kernersville, Accounts Payable, 134 East Mountain Street, Kernersville, North Carolina 27284. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the Town, and shall conform to all prevailing industry and professional standards.

3. Non-discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

This provision is incorporated into the Contract for the benefit of the Town of Kernersville and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

4. Minority and Women Owned Business Enterprise

The Town of Kernersville prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The Town maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

5. Assignment

This Contract may not be assigned without the express written consent of the Town.

6. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Forsyth

County Civil Superior Court or the United States District Court for the Middle District of North Carolina.

7. Insurance

Unless otherwise noted, Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on TOK site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employee's liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the Town as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**Town of Kernersville is named additional insured as their interest may appear**'.

Certificate of Insurance – Contractor agrees to provide TOK a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Town within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

**Town of Kernersville
134 East Mountain Street
Kernersville, NC 27284**

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse Town of Kernersville as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the Town.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the Town of Kernersville's Risk Manager.

8. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the Town, the Contractor shall indemnify and hold and save the Town, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the Town, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

9. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the Town and not divulged or made available to any individual or organization without the prior written approval of the Town. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the Town and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the Town.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the Town. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

10. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

11. Advertising

The Contractor shall not use the existence of this Contract, or the name of the Town of Kernersville, as part of any advertising without the prior written approval of the Town.

12. Cancellation

The Town may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the Town shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the Town. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract, and the Town may withhold any payment due to the Contractor for the purpose of setoff until such time as the Town can determine the exact amount of damages due the Town because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the Town for the purpose set forth in this Contract.

13. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site.

Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

14. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the Town by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Town. Contractor understands and agrees that the Town may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

15. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Contract and will reimburse the Town for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the Town.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

16. Right to Audit and Access to Records

- a. The Town may conduct an audit of any services performed and fees paid subject to this Contract. The Town, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The Town, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to

books, documents, papers, accounting records, contract documents, information, and materials that, in the Town's sole discretion, relate to matters, rights, duties or obligations of this Contract.

- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the Town or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the Town for any overcharges identified by the audit within ninety (90) days of written notice of the Town's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

17. E – Verify

Contractor shall comply with E-Verify, 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 and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.

18. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

19. Companies Boycotting Israel Divestment Act Certification

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.

EXCEPTIONS TO THE RFP

CHECK ONE:

- ☐ NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- ☐ EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE TOWN, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm:	Authorized Signature:	Title:
Printed Name of Signer:		Date:

TOWN OF KERNERSVILLE
KERNERSVILLE FIRE RESCUE DEPARTMENT

Execution Form

Execution

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Contractor offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Contractor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Contractor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Contractor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or the Town. As required by G.S. 143-48.5, the undersigned Contractor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 prohibits the offer to, or acceptance by, any Town Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the Town, or from any person seeking to do business with the Town. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

Name of Authorized Person: _____

Company Name: _____

Address: _____

Phone: _____

☐ By checking this box, I acknowledge that I have read and accept the terms and conditions associated with this bid. Offer valid for 45 days from date of bid opening unless otherwise stated here: _____ days

Signature: _____ Date: _____

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the Town of Kernersville, an authorized representative of the Town of Kernersville Finance Department shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Contractor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Contractor(s).

FOR TOWN USE ONLY: Offer accepted, and Contract awarded this _____ day of _____, 20____ as indicated on the attached certification, by _____, Budget and Purchasing Manager.

PRE-AUDIT: This instrument has been pre-audited in the manner required by the Budget and Fiscal Control Act.

Finance Director

Date