



Finance
Purchasing Division
305 Chestnut Street, 5th Floor
Post Office Box 1810
Wilmington, NC 28402-1810



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June 7, 2010

NOTICE

Upon receiving this proposal by internet, email julia.vosnock@wilmingtonnc.gov to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.

RE: Request for Proposal for Turnkey Network Design, Integration, & Installation Services for the Wilmington Convention Center.

RFQ No. S1-0610

Dear Sir or Madame:

The above referenced Request for Proposal (RFP) will provide your firm with sufficient information to enable you to prepare and submit a proposal for Turnkey Network Design Services for the Wilmington Convention Center in accordance with North Carolina State Statutes. If you wish to submit a proposal you may download the document from the City WEB site at www.wilmingtonnc.gov or contact my office.

The RFP includes a scope of work and general terms and conditions of any subsequent contract. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

In order for your proposal to be considered responsive, it must include:

- **Fee proposal**
- **Companies experience in providing requested services**
- **Proven track record of successful installations of similar nature.**
- **Proposed time for installation, verification of systems and equipment, and turnover of a complete and operating system to the City.**
- **Companies and subcontractor's references for each of the above.**

A committee selected by the City and the Convention Center Management Firm (CCMF) will review the qualifications statements and cost proposals and may select firm(s) for an interview. After the most qualified firm is determined by the City and the CCMF, the Committee may enter into negotiations with the most qualified firm to better define the final scope of work. If, for any reason, the Committee and the selected firm cannot agree on a scope and fee, the Committee will enter into negotiations with the next most qualified firm.

Five (5) copies of your qualifications statement must be submitted to the Purchasing Manager, P. O. Box 1810, **305 Chestnut Street**, Wilmington, N.C. 28402 no later than 3:00 p.m., July 1, 2010 in order for it to be considered.

There will be a pre-proposal meeting and walk thru of the facility on June 17th at 2:00pm at SMG's offices, 505 Nutt Street Unit A, Wilmington, NC. It is the goal of the City to promote local and minority business participation in all construction and service contracts. Therefore, in accordance with the City of Wilmington's MBE/DBE/WBE Policy, the HIRED FIRM shall make a good faith effort to identify and hire minority sub-contractors for this project. A complete copy of the City's MBE/DBE policy is available at my office.

Questions concerning the scope of work for this study should be addressed to Mr. Steve Bridges, Assistant to the City Manager for Development, at 910-341-5870 or steve.bridges@wilmingtonnc.gov.

Questions concerning the proposed contract terms and conditions should be addressed to Mr. Daryle Parker, Purchasing Manager, at (910) 341-7830.

Sincerely,
Daryle Parker
Purchasing Manager

STATE OF NORTH CAROLINA

CONTRACT NO: S1-0610

COUNTY OF NEW HANOVER

AGREEMENT BETWEEN
THE CITY OF WILMINGTON, NORTH CAROLINA
AND

THIS AGREEMENT, made this the ____ day of _____, 2010, by and between the CITY OF WILMINGTON, NORTH CAROLINA (hereinafter called "CITY"), a municipal Corporation located in New Hanover County, North Carolina; and 1. a corporation organized under the laws of the State of _____; 2. a non-profit corporation organized under the laws of the State of _____; 3. an unincorporated association having its principal place of business in _____; 4. a resident of _____; or 5. a partnership organized under the laws of the State of _____, (hereinafter called "CONSULTANT").

W I T N E S S E T H

1. Purpose

The Purpose of this RFP is to request qualification statements and cost and installation proposals from qualified firms to provide IT network services, software, hardware, telephone systems/services, wireless systems installation, and local exchange carrier provisioning services for the Wilmington Convention Center. Providing and installing the network cabling for the building is not to be included in the proposal. Building wiring is provided as part of the construction contract.

The selected company shall review the existing plans and specifications for the Convention Center project and provide recommendations for the required equipment and services as referenced herein. The intent of this RFP is to secure ONE FIRM that will design, provide all hardware and software for a complete solution, install, test, manage the information systems referenced herein and turn over a complete system to the WCC/SMG for operation of the WCC. It is the goal of the City to promote local and minority business participation in all construction and service contracts. Therefore, in accordance with the City of Wilmington's MBE/DBE/WBE Policy, the HIRED FIRM shall make a good faith effort to identify and hire minority sub-contractors for this project. A complete copy of the City's MBE/DBE policy is available at my office.

The equipment, software and services include the following:

- I. IT Network / Workstation / Office Equipment**
- II. Telecommunication / Phone System**
- III. Audio / Video System**
- IV. Wireless Service / System**
- V. Local Exchange Carrier Services**

I. Network / Office Workstation Equipment Specifications

Scope of Work

The management and employees of the WCC will have administrative offices and cubicles. Each office and cubicle will have workstation needs consistent with today's current office standards. Each workstation should be connected to the LAN that will be created for the WCC.

Proposed network solution can either be a Cloud (offsite) hosted network solution or an onsite network solution. Supplier should clearly state if onsite or Cloud network solution is being proposed and system benefits of proposed choice. Cloud network solutions should include a system uptime percentage for the past 12 months from the hosting provider.

All proposed network solutions should address anti-virus solutions, spam filters, and network firewalls.

Proposals should be based on a minimum of 15 workstations.

Minimum Workstation Hardware Requirements

- Core Duo 2.6GHZ Processor or higher
- 2GB RAM or higher
- 2 x 250GB SATA Drives Raid 1 Configuration
- Video Output 1920 x 1280 or Higher VGA/DVI capable of supporting dual monitors
- 19" to 22" Monitor Matching Video Output VGA/DVI
- Gigabit NIC
- Windows 7 Pro or XP Pro
- Microsoft Office Pro 2007 or 2010

Minimum Primary Domain Controller Requirements

- 1U/2U Rackmount
- DVD Read / Write
- Floppy Drive
- Dual Gigabit NIC
- Dual Core Processor 2.6GHZ or Higher
- 4GB RAM
- 2 x 160GB SATA Drives Raid 1 (Operating System)
- 2 x 1TB SATA Drives Raid 1 (File Storage)
- HOT SWAP Drive Bays
- Redundant Power Supply
- Window Server 2008 with 20 CALS

Minimum Secondary Server Requirements

- 1U/2U Rackmount
- DVD Read / Write
- Floppy Drive
- Dual Gigabit NIC
- Dual Core Processor 2.6GHZ or Higher
- 4GB RAM
- 2 x 160GB SATA Drives Raid 1 (Operating System)
- 2 x 1TB SATA Drives Raid 1 (File Storage)
- HOT SWAP Drive Bays
- Redundant Power Supply
- Window Server 2008

Minimum Exchange Server Requirements

- 1U/2U Rackmount
- DVD Read / Write
- Floppy Drive
- Dual Gigabit NIC
- Dual Core Processor 2.6GHZ or Higher
- 4GB RAM
- 2 x 160GB SATA Drives Raid 1 (Operating System)
- 2 x 500GB SATA Drives Raid 1 (File Storage)
- HOT SWAP Drive Bays
- Redundant Power Supply
- Window Server 2008
- Window Exchange Server 2007 with 25 CALS

System Back Up Solution

- Software Should Support all Media Devices, i.e. Tapes, External Drives
- Automated Scheduling
- Alert Notifications of Successful & Failed Jobs
- Exchange, Store, and Individual Mailbox Restoration Capability
- Full System Backups
- Interval Backups
- Secondary Offsite Solution

Minimum Warranty Requirements

All Server Hardware should carry a minimum of three (3) year warranty for parts and labor.
All Desktop Hardware should carry a minimum of five (5) year warranty parts and labor.

All Network Equipment should carry a minimum of three (3) year warranty parts and labor, maintenance contracts should include 1 year support/upgrade and options for 2nd and 3rd year purchases.

Description of Network System Installation

- Provide product manufacturer data sheets for proposed solution that fully comply with minimum requirements.
- Describe your company's inventory replacement terms / timeline.
- Describe your company's onsite training policy and milestones.

Provide Fee Schedule for the following:

\$_____ Cloud Network Solution or Onsite Network Solution (please specify Network Solution)
\$_____ Installation of 15 Workstations.
\$_____ Installation of Servers.
\$_____ For any ongoing software licenses or associated maintenance fees

II. Telecommunications Specifications

Scope of Work

The phone system proposed for the WCC will serve several purposes. The proposed solution should service all of today's phone system standards such as auto-attendant, DND, call-forwarding, etc. The phone system will have zone paging abilities to the needs of the facility management. The phone system should be wireless phone compatible; an assigned handset(s) should be able to communicate with the phone system by accessing a wireless network solution. The solution will integrate with additional messaging / communication services, i.e. Microsoft Outlook.

Telecommunication System should have the following minimums of different types of desktop/wireless units:

- 1 – Receptionist type phone capable of quickly routing calls to other employees
- 6 – Manager type phones
- 13 – General office type phones
- 12 – Standard 12 button analog phones (these phones are used in conjunction with client rentals of analog lines for credit card or fax machines)
- 20 – General office phones that can be used for client rental
- 1 - Conference Room telephone

Minimum Hardware Requirements

- Hybrid TDM and VOIP
- Unified Call Distribution (ACD)
- Voicemail Accounts / Messaging System
- Unified Messaging
- Wireless IP System Phone (Work with 802.11n Proposed Solution)
- 24 Analog Ports
- Remote Administration
- Music On Hold
- Multi Zone Paging
- SMDR Output for 3rd Party Software and Billing Integration
- 12 to 24 Button Display phones

Minimum Warranty Requirements

All hardware/software and installed systems shall carry a minimum of one (1) year warranty and service/support following installation and acceptance by the WCC.

Description of Telecommunication System Installation

- Describe the telecommunication solution that your company will be supplying.
- Provide breakdown of proposed equipment and ongoing cost associated with device/service.

- Describe scalability of proposed solution. Costs associated with increased handsets by 1, 5 and 10 additional handsets.
- Provide product manufacturer data sheets for proposed solution that fully comply with minimum requirements.
- Describe your company's inventory replacement terms / timeline.
- Describe your company's onsite training policy and milestones.

Provide Fee Schedule for the following:

\$_____ For Telecommunications System with minimum requirements above

\$_____ For any ongoing software licenses or associated maintenance fees

\$_____ Additional price per Receptionist handset

\$_____ Additional price per Manager handset

\$_____ Additional price per general office handset

\$_____ Additional price per Conference Room telephone

\$_____ 1 year additional software and hardware maintenance/support

\$_____ 2 year additional software and hardware maintenance/support

III. Audio / Video Specifications

Scope of Work

The WCC has cabling, speakers, and audio network systems designed, specified, and installed. The WCC requires video systems integration throughout the facility. The Video system should allow for multi-channel distribution from multiple inputs, i.e. Cable Television, PC, Laptop, etc. The WCC will have door signage throughout the facility that will change multiple times per day and the system should be designed to accommodate this.

Minimum Hardware Requirements

- Ten (10) Flat Screen 50” HDTV Monitors with Speakers, minimum resolution 720p
- Seventeen (17) Flat Screen 14” HDTV Monitors without Speakers, minimum resolution 720p
- 8 x 20 Channel Multi-Input Video Distribution Matrix Manager
- WYSIWYG Door Signage Management Software for 17 Flat Screen Monitors
- File Management (Commercial / Rotating Interstitial Ads) Scheduling Software

Minimum Warranty Requirements

All hardware/software and installed systems shall carry a minimum of one (1) year warranty and service/support following installation and acceptance by the WCC.

Description of Video Systems Installation

- Provide product manufacturer data sheets for proposed solution that fully comply with minimum requirements.
- Describe your company’s inventory replacement terms / timeline.
- Describe your company’s onsite training policy and milestones.

Provide Fee Schedule for the following:

\$_____ for Video System Installation with minimum requirements above
\$_____ for any ongoing software licenses or associated maintenance fees
\$_____ for monthly support contract / services
\$_____ for hourly support rate

IV. Wireless Network Specifications

Scope of Work

The WCC plans to provide a tiered wireless service to both exhibitors and visitors. This tiered service platform would allow the WCC to charge for different service scenarios and create private networks with secure access. Different service scenarios may include, but are not limited to, pay per minute, pay per broadband usage, monthly billing, etc. WCC has existing Cat6 cabling to all Wireless Access Points. Supplier shall be responsible for reviewing site drawings and determining Access Points and provide overlapping and failover coverage in the event of an Access Point failure.

Proposed solution should be based on a minimum of 200 users per Access Point.

Minimum Requirements

- Commercial Grade Wireless Network
- 802.11n Standard Network / Minimum of -72db Coverage
- Secure Username / Password Credentials for User Access
- Secure Dashboard Network Administration Access
- Support Multiple VLANs (Minimum of 10)
- Monetized Sponsorship / Advertising Management Landing Page Solution
- VPN Support
- Uninterrupted Coverage of Entire Convention Center Area
- Uninterrupted Coverage of Exterior ‘The Event Lawn’
- Tiered Billing Access / Pay to Play Scenarios
- Major Wireless Device Compatibility (Laptops, iPhones, PDAs, etc.)

Minimum Warranty Requirements

All hardware/software and installed systems shall carry a minimum of one (1) year warranty and service/support following installation and acceptance by the WCC.

Description of Network Installation

- Describe the wireless network solution that your company will be integrating.
- Provide breakdown of proposed equipment and ongoing cost associated with device/service.
- Describe your company’s availability and response time in event of network problems.
- Describe your company’s inventory replacement terms / timeline.
- Describe your company’s onsite training policy and milestones.
- Provide a possible successful failover solution in the event of interrupted LEC service to WCC.

Provide Fee Schedule for the following:

\$_____ for Wireless Network with minimum requirements above
\$_____ annual software licenses or associated maintenance fees (if any)
\$_____ for monthly support contract / services
\$_____ for hourly support rate
\$_____ per additional access point / installation

V. Local Exchange Carrier Specifications

Scope of Work

WCC is soliciting service carriers for internet connection and telecommunication services. WCC will need a 'burstable' solution for events and conventions that will require more throughput than the account originally supports. Supplier needs to note amount of time required of WCC to notify exchange carrier of increase in usage and the exchange carrier's ability to supply the increased availability.

Minimum Carrier Requirements

1. INTERNET ACCESS – ISP will be selected with a minimum bandwidth of 10 Mbps. Internet bandwidth should be delivered via Ethernet hand-off. Maximum bandwidth capacity should be indicated in the bid response. Bandwidth pricing should reflect a backup ISP service as well.
2. TELECOMMUNICATIONS TRANSPORT SERVICES – WCC will require T-1 level or higher circuitry and multiple analog voice circuits to accommodate both emergency and non-emergency voice outposts.
3. CABLE SERVICES – WCC will require a full cable and television package with multiple boxes / units for distribution. Provider should have HDTV packages available to WCC. Satellite Dishes are not allowed on rooftop of the facility.

Provide Fee Schedule for the following:

\$_____ installation / Account Setup for minimum requirements above
\$_____ ongoing monthly fee
\$_____ burstable service fee / increase
_____ Notification time (days) for increase of service request / availability of increased services

2. Training

The proposal must include a description, cost, time, and other relevant items related to training. Training must take place on site and be all inclusive of all systems and software.

Minimum Training Specifications for all Sections:

Training 1 - 1 Eight (8) hour training session to cover all administration functions of the system. This training shall be held before acceptance of the system.

Training 2 - 1 Four (4) hour training session to be held between 30-60 days after acceptance of the system. This training shall cover administration functions of the system. Date/Time for this training will be decided by the Owner/Operator and the installer no less than 1 week before training date. Owner/Operator shall submit questions/concerns to installer at that time to address during the training.

Training 3 - 1 Four (4) hour training session to be held between 90-120 days after acceptance of the system. This training shall cover administration functions of the system. Date/Time for this training will be decided by the Owner/Operator and the installer no less than 1 week before training date.

Training 4 - 2 One (1) hour training sessions to be held before turnover of the phone system for all employees.

Training 5 - 1 One (1) hour training session to be held before turnover of the phone system for maximum 3 persons on use of the receptionist/main telephone.

3. Time for Installation

The proposal must address the time for installation, testing, training and hand over to the City/SMG. The Convention Center construction is scheduled for completion on September 24, 2010. The system as proposed must be installed and operational no later than October 31, 2010.

4. Scoring Matrix:

1.	Fees and other costs	40 Points
2.	Experience and references	25 Points
3.	Maintenance, repair history	15 points
4.	Time for installation, training and repairs	20 points

5. Terms and Conditions

Release And Indemnity

To the fullest extent permitted by law, CONSULTANT shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by the negligent performance or nonperformance by CONSULTANT (or by any person acting for the CONSULTANT or for whom the CONSULTANT is responsible). The CONSULTANT expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONSULTANT, shall in no way limit the CONSULTANT's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

Personnel

It is mutually agreed that CONSULTANT is an independent CONSULTANT and not an agent of the CITY, and as such the CONSULTANT shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

Conflict Of Interest

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

Non-Waiver Of Rights

It is agreed that the CITY'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.

Suspension Or Termination Of Agreement

1. In the event that review of the CONSULTANT'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONSULTANT'S negligent errors, omissions or acts, the CONSULTANT shall be in breach of this agreement and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.
2. The CITY shall also have the right to suspend this agreement upon written notice to the CONSULTANT. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONSULTANT shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY the CONSULTANT remains in violation of this agreement at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this agreement whereupon all obligations of the CITY to the CONSULTANT shall cease.
3. In the event this project is terminated prior to completion of the services by the CONSULTANT, the CONSULTANT shall be paid for services performed to the date

of termination. (In no event will the amount due CONSULTANT in the event of termination exceed that amount set forth in paragraph _____ of this agreement. CONSULTANT shall be paid for all reimbursables, as defined herein, which are due him.)

4. This agreement may be terminated without cause by either party with thirty (30) days written notice.
5. Nothing contained herein shall prevent the CITY from pursuing any other remedy which it may have against CONSULTANT including claims for damages.

Assignment Of Agreement

It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

Insurance Requirements

The amount of insurance to be provided for all coverages listed under this section shall be not less than \$1,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from CONSULTANT'S performance of professional services under this contract. The CONSULTANT shall be responsible for any liability directly or indirectly arising out of professional services performed under this contract by a subCONSULTANT which liability is not covered by the subconsultant's insurance.

1. The CONSULTANT shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONSULTANT'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.
2. The CONSULTANT shall take out and maintain during the life of this contract COMMERCIAL GENERAL LIABILITY INSURANCE, including coverage for INDEPENDENT CONSULTANT OPERATIONS, CONTRACTUAL LIABILITY assumed under the provisions of this contract, PRODUCTS/COMPLETED OPERATIONS LIABILITY and BROAD FORM PROPERTY DAMAGE LIABILITY insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work to be performed involves these exposures. The CITY shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.
3. The CONSULTANT shall take out and maintain during the life of this agreement AUTOMOBILE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles.

4. The CONSULTANT shall take out and maintain an architect's/CONSULTANT's PROFESSIONAL LIABILITY INSURANCE policy, naming as insureds any professional individual or firm acting in the capacity of a CONSULTANT. This insurance shall provide liability insurance limits of not less than \$1,000,000.00 for claims for damages arising out of the performance of professional services rendered by the CONSULTANT, and shall be maintained for a period of two years following the date of acceptance of the project by the CITY. The CONSULTANT shall be responsible for securing and providing insurance certificates for any subCONSULTANTS employed on this project and shall furnish a copy of the insurance to the CITY. SubCONSULTANTS or CONSULTANTS shall be insured to the limits referenced above. Failure of the CONSULTANT to provide these certificates may result in termination of the agreement or claims made against the CONSULTANT for any insurance claims made in conjunction with this project.

The CONSULTANT shall furnish the schedule of insurance carried under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six (6) counterparts and when the contract is signed by the CONSULTANT, a copy thereof shall be inserted in each copy of the contract documents and upon insertion shall become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the CITY by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONSULTANT under this agreement are the property of the CITY. The CONSULTANT agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONSULTANT from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the CITY.

Subcontracts

The CONSULTANT shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the CITY.

Entire Agreement

This agreement constitutes the entire understanding of the parties.

Binding Effect

This agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent CONSULTANTS, and subconsultants of the parties.

Continuing Obligation

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

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.

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.

Preaudit

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by City Purchase Order No. _____ which is incorporated as if fully set out.

Minority Business Enterprise (Mbe)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

1. Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.
2. Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
3. Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
4. Provide technical assistance as needed.
5. Promulgate and enforce contractual requirements that the general CONSULTANT or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONSULTANT shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONSULTANT shall include this special provision,

Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONSULTANT to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONSULTANT shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONSULTANT agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

Immunity Not Waived

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement 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.

Other Laws And Regulations

CONSULTANT will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances 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. CONSULTANT 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.

Amendments

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

Non-Discrimination

CONSULTANT 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, CONSULTANT 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 CITY'S option, in a termination or suspension of this agreement in whole or in part.

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONSULTANT has caused this agreement to be duly executed in its name and behalf.

CITY OF WILMINGTON, NORTH CAROLINA

BY: _____
Sterling B. Cheatham, City Manager

WITNESS:

Daryle Parker, Purchasing Manager

APPROVED AS TO FORM:

Carolyn D. Johnson, City Attorney

CITY ACCOUNTANT'S CERTIFICATION

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act this the ____ day of _____, 2010.

Debra Mack , Finance Officer

Project Number:_____ (if applicable)

Account Number: _____

Amount of Contract: _____

PO # _____

By: _____
President/Vice President

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
_____, personally came before me this day and acknowledged that
he (she) is President of _____, a corporation, and that by authority
duly given and as the act of the corporation, he(she)executed the foregoing instrument on behalf of the
corporation.

Witness my hand and official seal, this the ____ day of _____, 2010.

My Commission Expires: _____

Notary Public