



GUILFORD COUNTY CONTRACT NO. 2193
Parent Contract No. 0

THIS CONTRACT is hereby made, entered into, and effective as of March 18, 2020, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and NORTHWESTERN EMERGENCY VEHICLES, INC., hereinafter referred to as the "PROVIDER," and also collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Parties entered into a GUILFORD COUNTY Contract No. 66381-03/16-228 on March 18, 2016, whereby the PROVIDER agreed to the following goods and/or service(s) to the COUNTY: Ambulance Boxes; and,

WHEREAS, the initial Contract was for two (2) years with the option for two (2) optional one (1) year renewals and may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by agreement to extend the Contract period for one (1) year, from March 18, 2020, through March 17, 2021, with two (2) optional one (1) year renewals

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

1. CONTRACT TERM. The effective period of this Contract is hereby extended for one (1) year from March 18, 2020, through March 17, 2021 with two (2) optional one (1) year renewals under the same terms and conditions as set forth in the initial Contract, as revised. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES. The Parties hereby agree that the goods and/or services provided by the PROVIDER to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties.

3. PRICING AND PAYMENT. As full consideration for the PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract, as applicable. The COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services. The financial exposure to the COUNTY is not expected to exceed \$732,375.00, and in any event payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter §159. The price for each unit purchased will remain at \$146,475.00. This dollar amount per unit is the same as was stated in the initial Contract, and represents no increased or decreased amount. It is anticipated that the COUNTY will purchase five (5) units during the term of this Contract, but this is subject to change, according to the needs of the Emergency Services Department and its budget.

4. APPROPRIATION. This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C. Gen. Stat. §153A-13.

5. TERMINATION.

TERMINATION FOR CONVENIENCE. Either Party may terminate this Contract without cause or penalty upon serving a thirty (30) day written notice to the other Party. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by COUNTY will be promptly refunded to COUNTY by PROVIDER within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE. If PROVIDER fails to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach continues for a period of more than ten (10) days after COUNTY has notified PROVIDER of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the PROVIDER specifying the effective date thereof. In that event, without limiting COUNTY's remedies for breach, any or all finished and/or unfinished deliverables prepared by the PROVIDER under this Contract shall, at the option of the COUNTY, become COUNTY property and PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed and accepted on such deliverables, minus any payment or compensation previously made, and subject to any applicable setoff(s).

BREACH. If, through any cause, PROVIDER or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to any termination rights that it may have, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due PROVIDER for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to PROVIDER) and/or procure the contracted for services or goods from other sources and hold PROVIDER responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by PROVIDER shall constitute an act of breach under this Contract.

6. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The PROVIDER will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Attachment A.

7. PRIOR AGREEMENTS. All other provisions of the initial Contract and subsequent modifications and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

(The remainder of this page is intentionally left blank.
This Contract continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

DocuSigned by:
Marty K Lawing 6/3/2020 | 12:09 PM PDT
5148C7EFF7AB48A...
Marty K. Lawing Date
Guilford County Manager

DocuSigned by:
Robin B Keller 6/4/2020 | 6:12 AM EDT
261BE04777AA4DA...
Robin B. Keller Date
Guilford County Clerk to Board

(COUNTY SEAL)

NORTHWESTERN EMERGENCY VEHICLES, INC.

ATTEST:

Richard O Hardy 6/9/20
President Date

Michelle Hardin 6/9/2020
Corporate Secretary Date

Printed Name: Richard Hardy

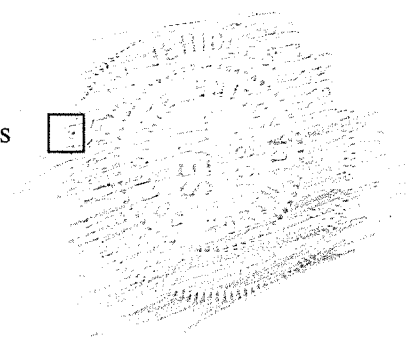
Printed Name: Michelle Hardin

(CORPORATE SEAL)

No Corporate Seal Exists ☐

This contract does not create an obligation to purchase and, therefore, has not been preaudited. Purchases under this contract shall only be made pursuant to purchase orders, each of which will contain a preaudit certificate.

DocuSigned by:
Harley Will 5/29/2020 | 11:33 AM EDT
EB6914D8B14F4C4...
Harley Will Date
Guilford County Finance Director



STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

ATTACHMENT A
AFFIDAVIT REGARDING E-VERIFY

I, Richard Hamby (the individual attesting below), being duly authorized by and on behalf of
NORTHWESTERN EMERGENCY VEHICLES, INC. (the entity doing business with **GUILFORD COUNTY**,
hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":

a. YES ☒; or,

b. NO ☐

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 9th day of June, 2020.

Richard Hamby
Signature of Affiant

Print or Type Name: Richard Hamby

State of North Carolina - County of Ashe

Signed and sworn to (or affirmed) before me, this the 9th

day of June, 2020.

My Commission Expires:

03/21/2022. Michelle Hardin
Notary Public

(Affix Official/Notarial Seal)

