


**Dodd, Tammy**

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**From:** Howerton, Jerry   
**Sent:** Tuesday, May 19, 2009 1:27 PM  
**To:** adrian oneal; Allcox, Angelia; Tom.Jackson@ncmail.net; Nygard, Erik; Johnny m Johnson (Johnny m Johnson@ncmail.net); Mitchell, Peter; Parker, Dwayne; Reavis, Jody; keith fowler@ncmail.net; tim bash@ncmail.net; Brad Weatherington  
**Cc:** Dodd, Tammy; Lambert, Mike; Garner, Bruce; Scott Kershner; Mole, Shederick; Bryce Fleming  
**Subject:** Pilot Program-CI Spending Delegation Increase-09  
**Attachments:** CI Procurement Increase 20090519 docx; RFQ SERVICES FOR DPR SPECIAL CI DELEGATION (2) doc

Please see the attached E-Memorandum pertaining to CI Spending Delegation Increase. Even though the increases are not as large as requested it is a huge step in the right direction. Remember this is a pilot program with DPR and DFR which will be evaluated at the end of the first quarter fiscal year 09/10.

With the specified increases also come additional responsibility to ensure that the guidelines are followed and not circumvented which may lead to very unfavorable outcome. The Division has worked hard to obtain these increases and would not want to see them jeopardized.

The District Maintenance Managers and Facility Supervisors are aware of these changes and maybe able to assist you with any questions that you may have or you can give me a call.

Thanks,  
Jerry

Jerry Howerton  
Chief of Maintenance  
NC Division of Parks and Recreation  
(919) 715-7593 Office  
(919) 368-5977 Cell  
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## DIVISION OF PARKS AND RECREATION

May 20, 2009

### E-MEMORANDUM

TO: District Superintendents  
District Maintenance Staff  
Facility Maintenance Supervisors

FROM: Jerry Howerton, Chief of Maintenance *JA*


SUBJECT: CI Delegation Pilot Project

Effective immediately, please see the below changes in CI project delegations and increased spending limits. The spending limit delegation change applies to **CI (1604) Funding Only**. It is imperative that the following guidelines are strictly adhered to. This pilot project will be evaluated by DENR Administrative Divisions at the end of the 1<sup>st</sup> quarter of the 09/10 fiscal year for efficiencies and compliance.

#### 0-\$2,500

- All DPR Staff.
- Direct purchase
- No written or telephone quotes required.
- May be paid by CI P-Card or direct invoice.
- If pricing does not seem reasonable, additional pricing should be obtained. It is mandated that prices must reflect fair market rates.

#### \$2,500.00-\$5,000.00

- District Maintenance Managers and Facility Maintenance Managers are the only DPR Staff authorized to complete/approve purchases between \$2,500.00 - \$5,000.00 for CI related purchases.
- Requires one (1) written quote before a purchase or proceed with work approval can be given.
- Written quote must be obtained using Form CBI-1 (page 1) and DPF-6 (page 2) with attached General Terms and Conditions (pages 3 and 4). This must be completed when purchasing parts/materials or when obtaining maintenance service.
- Once the written quote is received and the quoted amount reflects reasonable current pricing, you may proceed with purchase of materials/parts or the needed maintenance services. The DPR-6 Form must be signed/approved by the DIMM/FMS before work can begin and copy of the authorized DPR-6 Form should be given to the vendor/contractor.
- If the written quote does not seem reasonable, additional quotes should be obtained before proceeding.
-  This must be paid by CI P-Card or invoice and processed as a direct pay. The CI P-Card should be used when possible. A copy of the CBI-1 Form and the DPF-6 Form must be attached to the Invoice/Accounting Code sheet when submitting for payment.
- The vendor or contractor does not have to be registered on e-procurement.

#### \$5,000.00-\$10,000.00

- District Maintenance Managers and Facility Maintenance Managers are the only DPR Staff authorized to complete/approve purchases between \$5,000.00 - \$10,000.00 for CI related purchases.
- Requires three (3) written quotes before a purchase or proceed to work approval can be given.

- Written quotes must be obtained using the CBI-1 Form and the DPF-6 Form with attached General Terms and Conditions. This must be completed when purchasing parts, materials and when obtaining maintenance service.
- Must attempt to obtain at least one quote from a minority business, especially when receiving quotes for maintenance or repair services. This must be documented in the project file and a Project Accounting Form must be completed.
- Once three (3) written quotes have been received with all required documentation, you may proceed with the purchase of materials/parts or the needed maintenance services. The lowest quote DPR-6 Form must be signed/approved by the DIMM/FMS before work can begin and copy of the authorized DPR-6 Form should be given to the vendor/contractor.
- This must be paid by vendor/contractor invoice and processed as a direct pay. No CI P-Card or Credit Card Purchases will be allowed. A copy of the CBI-1 Form and the DPF-6 Form from the approved low bidder must be attached to the Accounting Code sheet when submitting for payment.
- The vendor or Contractor **does not** have to be registered on e-procurement.

#### \$10,000.00 >

- If purchasing only materials, parts or equipment, must use the e-procurement process through Joanne Barbour, DPR Purchasing.
- Informal Contract (District Maintenance Managers and Facility Maintenance Managers Only)

#### Additional Directives:

- District Maintenance Managers' and Facility Maintenance Managers' CI P-Card limits have been increased from \$2,500.00 to \$5,000.00 per transaction. \*All other CI P-Cards limits remain at \$2,500.00
- All DOI, SCO, and applicable approvals must be obtained before proceeding with projects.
- A Project File and a Project Accounting Form must be maintained for each project. This must be completed by the person ultimately in charge of the project (Park Superintendent or District MM)
- Do not use the same vendor for every project
- No expenditures are to be approved over \$10,000.00 for any reason.
- Absolutely no splitting of invoices to exceed the \$10,000.00 limit.
- Remember all HVACs, water heaters, etc. must be energy star rated, where possible. Senate Bill 668.
- Park staff may assist in obtaining written quotes, but scope of work and approval between \$2,500-\$10,000 must be completed by DIMM's/FMS's.
- Remember to use the CI Delegation Tracking Form to identify efficiencies.
- Purchasing must be for specified approved project. **NO ITEMS ARE TO BE PURCHASED AND CHARGED TO AN APPROVED PROJECT THAT WAS NOT IN THE APPROVED SCOPE OF THE PROJECT.**

Quotation NO: \_\_\_\_\_

Bidder/Offeror/Company: \_\_\_\_\_

THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO  
MAY SUBJECT YOUR BID TO REJECTION

**ATTENTION:**

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

**Enter ID number BELOW:**

US Company: Federal Employer Identification No. \_\_\_\_\_

US Citizen: Social Security No. \_\_\_\_\_

Outside US: Business ID No. \_\_\_\_\_

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,  
before the procurement file is made available for public inspection

**RETURN TO:**



State of North Carolina  
Dept of Environment & Natural Resources  
Division of Purchase & Services

Park/Contact Information.

DPR Phone: (919)  
DPR FAX: (919)

# Request for Quotation

(FOR COMMODITIES)  
(FOR CAPITAL PROJECTS & REPAIR AND  
RENOVATION PROJECTS ONLY)

The quotation number must appear on all questions  
and related correspondence  
Must have DPR authorization before proceeding with  
purchase or service.

STATE OF NORTH CAROLINA TAX EXEMPT #400027 (EFFECTIVE 7/1/04)

QUOTATION NO:	DATE ISSUED:	QUOTE MUST BE RECEIVED NO LATER THAN: Time:	Date:
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## VENDOR

VENDOR (PLEASE INCLUDE COMPANY NAME & MAILING ADDRESS)

## WE QUOTE YOU AS BELOW

Please indicate if firm is  
☐ African-American Owned/Controlled  
☐ Hispanic Owned/Controlled  
☐ Other Minority Owned/Controlled  
☐ Woman Owned/Controlled  
☐ Handicapped Owned/Controlled

SIGN REQUEST FOR QUOTATION IN INK AND DATE IN SPACES  
PROVIDED

PLEASE QUOTE ON THIS SHEET IN THE SPACES INDICATED BELOW OR  
ON THE ATTACHED COST SHEET.

Each offeror must furnish complete professional services relating to the  
requirements of the Scope of Work/Specifications including materials and any  
necessary subcontractors. The Quote price bided will be a fixed price or fixed  
rate and shall include all professional fees for services to be rendered as well  
as all incidental travel and production expenses.

ALL QUOTES ARE SUBJECT TO THE PROVISIONS OF THE ATTACHED GENERAL  
CONTRACT TERMS AND CONDITIONS AND SPECIFICATIONS FOR THIS WORK

Name of Company

## Mandatory Signature

By (print or type name)

Official Title

Vendor Quotation Date / Telephone Number

F O B		Work to Begin: SEE ATTACHED SCOPE	Delivery Promised	Terms	
ITEM	QUANTITY	DESCRIPTION		UNIT PRICE U.S. \$ (USD)	AMOUNT U.S. \$ (USD)
		(Entire RFQ document is the contract document upon acceptance & execution by the Department) FURNISH AND DELIVER:		\$ _____	\$ _____

Form DPF-6 (Rev 11/30/01)

DPR Authorization: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

- 1 **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
- 2 **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
- 3 **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business.

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 any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 4 **TERMINATION:** The Agency may terminate this agreement at any time by 30 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
- 5 **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
- 6 **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, 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.
- 7 **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
- 8 **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
  - a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
  - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on and occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
  - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this

contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

- 9 **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
- 10 **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 11 **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims 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 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 and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
- 12 **GUARANTEE:** The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law. Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.
- 13 **ROOFING GUARANTEE:** The following paragraph is hereby added and shall become a part of the Guarantee of the General Conditions of the Contract. The substitution of an equal or longer term manufacturer's warranty in lieu of this requirement will not be accepted. The Roofing Contractor shall warrant the materials and workmanship of the roofing system against leakage and against defects due to faulty materials, workmanship and contract negligence for a period of two (2) years following acceptance of the project by the Owner. The Roofing System Manufacturer shall inspect the installation and warrant the materials and workmanship of the roofing system against leakage for a minimum period of ten (10) years following acceptance of the project by the Owner.
- 14 **CLEANING UP:** The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.
- 15 **Payment:** No partial payments will be made. Final payment will be made lump sum within forty-five (45) consecutive days after acceptance of the work and the submission invoices which are to include the quotation number and/or project no.
- 16 **TIME OF COMPLETION:** The Contractor shall commence work to be performed under this contract within ten (10) days of the signed DPR Authorization date above and shall fully complete all work hereunder within (30 / thirty) days from starting date. Extension of the start date shall be granted to the Contractor for special order material. For each day in excess of the above number of days, the Contractor shall pay the Owner Fifty (\$50.00) dollars as liquidated damages reasonable estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the work within the time specified. If the Contractor is delayed at any time in the progress of his work by an act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work, by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time shall be reasonable extended in a written order from the Owner upon written request from the Contractor within ten (10) days following the cause for delay.