

**COUNTY OF MOORE
NORTH CAROLINA
REQUEST FOR PROPOSALS**

ISSUE DATE: **May 15, 2025**

RFP#: 2025-07

TITLE: **Billing Services**

ISSUING DEPARTMENT: **County of Moore
Attn: Terra Vuncannon
1 Courthouse Square
Carthage, NC 28327**

Sealed Proposals will be received until **4:00 pm Tuesday, May 27, 2025** from qualified firms to provide Billing Services for County of Moore Tax Department and the Public Works Department. For your convenience, A Bid Drop-Off Box is located in the lobby at 1 Courthouse Square, Carthage, NC 28327. All inquiries for information concerning Instructions for Proposals, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

**Terra Vuncannon, Purchasing Manager
1 Courthouse Square
Carthage, NC 28327
(910) 947-4017
tvuncannon@moorecountync.gov**

Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposal. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed bid.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

By: _____
(typed)

By: _____
(signed)

TABLE OF CONTENTS

INSTRUCTIONS TO PROPOSERS	Page 3
SCOPE OF WORK	Page 6
PROPOSAL FORM	Page 8
NON-COLLUSION AFFIDAVIT	Page 11
E-VERIFY AFFIDAVIT	Page 12
W-9 FORM	Page 13
SAMPLE SERVICES CONTRACT (do not submit with response)	Page 14

INSTRUCTIONS FOR PROPOSALS

1. **Proposals shall be submitted to the Issuing Department on the enclosed Proposal Form. Proposals should include one (1) original and two (2) copies.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject any and/or all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Please list sales tax separately on the proposal form. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
3. After the RFP issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. **Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon via e-mail to tvuncannon@moorecountync.gov. All questions concerning this RFP shall reference the RFP number, section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. **All written questions shall be sent to tvuncannon@moorecountync.gov no later than 10:00 a. m. Monday, May 19, 2025. NO EXCEPTIONS. Please include "RFP 2025-07" in subject header of e-mail.****
4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bidding shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof.
5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until **90 days** after bid opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.
6. Pursuant to North Carolina General Statutes Section 143-131, **"award shall be made to the lowest responsible Bidder or Bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."**
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by

the manufacturer's most favorable commercial warranty. Each Bidder shall plainly set forth the warranty for the goods in the bid. Operations and maintenance manuals for equipment shall also be provided, as appropriate.

8. The County of Moore has waived the Bid Deposit.
9. All purchases for goods or services are subject to the availability of funds for this purpose.
10. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
11. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
12. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records, and other writing relating to the performance of the work. Reviews shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
13. The Bidder agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners.
14. The County of Moore reserves the right to reject any and all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
15. Proposals will be tabulated, reviewed and a recommendation presented to the County of Moore Board of Commissioners and/or the County Manager for approval.
16. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
17. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days notices to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
18. Moore County will not be responsible for any expenses incurred by a vendor in the development of a response to this Request for Proposal or any other activities associated with

this procurement including but not limited to onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided

SCOPE OF SERVICES

The Moore County Tax and Public Works Departments send bills to citizens/client for services or tax purposes. It is the intent to contract with a firm to print, insert and mail bills in a specified time determined by the respective department. The contract term will be five years.

Postage will be reimbursed and should be invoiced separately. Postage should not be included in bid prices.

The Tax and Public Utilities Department will meet with the lowest, responsible, responsive bidder prior to contract execution.

Both departments utilize #9 and #10 envelopes.

Additionally, both departments may require inserts to be included with mailings throughout the year. **Both departments MUST have a customer portal to at a minimum, view samples, send files and approve files and download forms as needed.**

Tax Department:

There are currently 12 forms utilized by the Tax Department, ranging from one sided print, 2 colors to 2-sided print , three colors. Ten of the twelve forms are mailed on an annual basis.

Property Tax Notice – 83,000 annually
Vehicle Registration GAP – 2,500 -annually
Property Tax Notice for Transferred Property – 3,000- total – 2 times per year
Property Tax Reminder – 27,000 annually
Business Personal Property Listing – 5,000 annually
Moore County Personal Property Listing Form – 12,000 annually
Past Due Reminder Notices – 10,000 annually
Advertisement Notices – 4,500 annually
Moore County Revaluation Notice – 76,000 – once every 4 years
Moore County Change of Value Notice – 5,500 annually
Final Notice – 7,500 annually

- **Vendor must be able to accept PDF file from County's software (currently use Bitek software).**
- **Vendor must be able to print/mail bills within 3 business days of approval from Tax Department.**
- **The Tax Department may request office copies for Business listing and Personal Property listing forms. Vendor should supply via FTP for download. Any charges must be listed on the bid form.**

Public Utilities Department:

There is currently one primary form for the Public Utilities Department. For past due notices an additional statement is added to the form.

Vendor will be required to electronically send bills to clients that have selected e-bill. Vendor may also need to send inserts electronically per request by Public Utilities.

Utility Bills – 15,000 – monthly to be mailed

Utility Bills – 2,800 monthly – to be e-mailed

- **Vendor will receive file by 2:00 pm and must be able to print/mail/e-mail bills by the end of the business day.**
- **Vendor must be able to receive zip file, originated by FMS, to create bills and send samples back for approval prior to printing/mailing.**
- **Vendor must be able to add comments on the form at the request by the department.**

SAMPLE FORMS ARE AVAILABLE BY REQUEST TO tvuncannon@moorecountync.gov. Please list RFP 2025-07 in the subject line of the e-mail.

SEALED Proposals are due to Terra Vuncannon at 1 Courthouse Square, Carthage, NC 28327 by 4:00 pm Tuesday, May 27, 2025. For your convenience a Bid Drop-Off box is located in the lobby at 1 Courthouse Square. If not hand delivering, please mail via FedEx or UPS (not regular mail nor USPS) to the below address:

**County of Moore
Attn: Terra Vuncannon
1 Courthouse Square – 3rd Floor
Carthage, NC 28327**

PROPOSAL FORM

RFP #2025-07

Form Description	Cost by Quantity – to print and mail			
	0 – 10,000	10,000 – 25,000	25,000 – 50,000	50,000 up
1 color front print; no perforation				
1 color front print; 1 perforation				
1 color front print; 2 perforations				
1 color front/ 1 color back print; no perforation				
1 color front/ 1 color back print; 1 perforation				
1 color front/ 1 color back print; 2 perforations				
2 color front print; no perforation				
2 color front print; 1 perforation				
2 color front print; 2 perforations				
2 color front/1 color back print; no perforation				
2 color front/1 color back print; 1 perforation				
2 color front/ 1 color back print; 2 perforations				
2 color front/ 2 color back print; no perforation				
2 color front/ 2 color back print; 1 perforation				
2 color front/ 2 color back print; 2 perforations				

Form Description	Cost by Quantity – to print and mail			
	0 – 10,000	10,000 – 25,000	25,000 – 50,000	50,000 up
2 color front/ 1 color back – blank forms (mail to Tax Dept)				
2 color front/ 2 color back – blank forms (mail to Tax Dept)				
Standard #9 single window envelope				
Standard #10 double window envelope				
9 ½ x 5 ½ window envelope				
8 ¾ x 5 ¼ colored return envelope				
Custom non-windowed return envelopes with offset printed return address				

Note: Unless noted otherwise all forms are 8 ½ x 11 size, 24# bond paper. Postage should not be included in bid form costs. Postage will be reimbursed.

List additional charges;

- Form design change \$ _____
- Processing fee for production file less than 1000 records \$ _____
- NCOA charges \$ _____
- Special pulls \$ _____
- Inserts \$ _____
- Two-hole or three-hole forms \$ _____
- New form design \$ _____
- Deletion of file (to allow correction): \$ _____
- FTP download \$ _____
- Other charges (list separately):

Sealed Bids will be received until 4:00 pm on Tuesday, May 27, 2025 at 1 Courthouse Square, Carthage, NC 28327. For your convenience a Bid Drop-Off box is located in the lobby at 1 Courthouse Square. Opening will not be public.

Use this form only for submitting bids. In submitting your bid, keep in mind that any alterations, changes in bid format, etc. will make it difficult to evaluate bids. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any or all bids.

The County may award a contract for all or part of the items specified.

I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date _____ Authorized Signature _____

Authorized Signatory Printed Name: _____

Authorized Signatory E-mail: _____

Receipt of the following addendum is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Responsive proposal must include the following:

- **Completed Proposal Form**
- **Notarized Non-collusion Affidavit**
- **Notarized E-verify document**
- **W-9 form**

**COUNTY OF MOORE
NON-COLLUSION AFFIDAVIT**

State of North Carolina
County of Moore

I _____, being first duly sworn, deposes and says that:

He/She is the _____ of _____, the
Bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

Neither the said Bidder nor any of its officers, partners, owners' agents, representatives,
employees or parties of interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a
collusive or sham bid in connection with the contract for which the attached bid has been
submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with
any other Bidder or to fix overhead, profit or cost element of the bid price of any other Bidder
or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage
against the County of Moore or any person interested in the proposed contract; and,

The price or prices quoted in the attached bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees, or parties in interest, including this affiant.

Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This _____ day of _____, 2025

Notary Public
My commission expires: _____

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project 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.

Executed, this ____ day of _____, 2025.

Signature of Affiant

Print or Type Name: _____

State of North Carolina

County of _____

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

day of _____, 2025.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See specific instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See Instructions.	Requestor's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SAMPLE ONLY – DO NOT SUBMIT WITH RESPONSE

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the ____ day of _____, 20____, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and _____ (the “Contractor”).

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Contractor agrees to provide services and (“Services”) pursuant to the provisions and specifications identified in Attachments 1 and 2, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 and 2.

2. TERM OF CONTRACT

The term of this Contract is from _____ through _____.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days’ notice if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

During the term of this Contract, the Contractor will receive from the County an amount not to exceed \$ _____ as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. INDEPENDENT CONTRACTOR

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor’s duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor’s activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE

The Contractor will maintain Workers’ Compensation Insurance for all of the Contractor’s employees. The Workers’ Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. HEALTH AND SAFETY

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-VERIFY

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. IRAN DIVESTMENT ACT

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final

Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

12. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

13. TERMINATION OF AGREEMENT

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

14. SUCCESSORS AND ASSIGNS

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

15. COMPLIANCE WITH LAWS

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

16. NOTICES

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE:

CONTRACTOR:

17. AUDIT RIGHTS

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

18. COUNTY NOT RESPONSIBLE FOR EXPENSES

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

19. EQUIPMENT

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

20. PRIORITY OF DOCUMENTS

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

21. SEVERABILITY

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

22. NON-WAIVER

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

23. ENTIRE AGREEMENT

This Contract and Attachments 1 & 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

24. AMENDMENT

This Contract may only be amended by the written mutual agreement of the parties.

25. DRAFTED BY BOTH PARTIES

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

26. HEADINGS

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE

Kurt Cook, Chairman
Board of Commissioners

Attest:

Jenny Parks
Clerk to the Board

CONTRACTOR

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

SCOPE OF SERVICES

The Contractor will provide all necessary supervision, labor, materials, and equipment required to ... (do not use for all)

...

Attachment 2 contains additional specifications regarding/(required for) the *services*.