

**-COUNTY OF MOORE
NORTH CAROLINA**

REQUEST FOR PROPOSALS

ISSUE DATE: **October 31, 2018**

RFP#: 2019-08

TITLE: **DETENTION CENTER – INMATE SERVICES**

ISSUING DEPARTMENT: **County of Moore Financial Services
Attn: Terra Vuncannon
206 S. Ray Street
PO Box 905
Carthage, NC 28327**

Sealed Proposals will be received until **Tuesday, November 27, 2018 at 4:00 pm** from qualified vendors for Inmate Services for the County of Moore Sheriff’s Office – Detention Center. **A MANDATORY Pre-Bid/Site Visit meeting will be held at 10:00 am Thursday, November 15, 2018 beginning at the 2nd Floor, Community Room of the Rick Rhyne Public Safety Center located at 302 South McNeill Street, 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 Manger
PO Box 905
206 South Ray Street
Carthage, NC 28327
(910) 947-7118 (Telephone)
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)

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INSTRUCTIONS FOR PROPOSALS

- 1. Sealed 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 and 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. Do not include sales tax in bid figures. The County pays sales tax and will add this to your bid figures separately when invoices are paid. 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. **A MANDATORY Pre-Bid/Site Visit meeting will be held at 10:00 am Thursday, November 15, 2018 beginning at the 2nd Floor, Community Room of the Rick Rhyne Public Safety Center located at 302 South McNeill Street, Carthage, NC 28327.** 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 or to the address listed on page one if this solicitation. 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 received by the Issuing Department no later than 10:00 a.m. Monday, November 19, 2018. NO EXCEPTIONS.**
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 143-129, "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 County of Moore has waived the Bid Deposit.
8. All purchases for goods or services are subject to the availability of funds for this purpose.
9. The contractor shall not represent itself to be an agent of the County.
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. Audits 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. All Bidders must complete and submit the Vendor Application Form with their bid package. This information will be used to create or update the County's bidder/vendor file.
15. 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.
16. Proposals will be tabulated, reviewed and a recommendation presented to the County of Moore Board of Commissioners for their approval.
17. 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.
18. 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.
19. 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

Background and Scope of Work

Moore County Detention Center is requesting Proposals for Inmate Phones and an Inmate Kiosk System that will facilitate Communication, Commissary, Secure Real Time Inmate Banking Interface, Visitation and Tablets (for inmates to include but not limited to evidence-based educational content, vocational, treatment, enrichment, and legal resources etc.) of the Moore County Detention Center. These Kiosks and Tablets will be in addition to Inmate Phones. The Vendor will provide all connectivity necessary to complete this task to include LAN and WAN, and any electrical (electrical contractor must be approved), if needed. It is the intent to award a contract to one vendor for the above list of services.

The Moore County Detention is a 216-bed facility. The average ADP for 2018 is 172. The highest all time ADP was 185 in September 2017. The facility is laid out in the following manner:

- 8 Housing Units
- Level 1 Red – bed space 24
- Level 1 Blue– bed space 32
- Level 1 Yellow–bed space 16
- Level 1 Green– bed space 16
- Level 3 Red– bed space 32
- Level 3 Blue– bed space 32
- Level 3 Yellow–bed space 32
- Level 3 Green– bed space 32

Current available connections: Century Link and Time Warner.

GENERAL SYSTEM AND PROVIDER REQUIREMENTS

The county requires a complete system that provides all functionality. Specifically:

- To ensure that the provider can meet the standards and service requirements of the county, the provider must own the entire software or subcontract software from a third party.
- The provider must maintain all aspects of the system or outsource maintenance or service of the system to a third party.
- The county must be able to provide proof of all features; the county will not accept bids from providers who cannot provide at least two active facilities deploying features promised in a proposal.
- The provider must have the ability to deliver products within an agreed timeframe.

ADMINISTRATIVE SOFTWARE

The provider must furnish software that manages inmate trust accounts using principles deemed acceptable as Generally Accepted Accounting Principles. The inmate trust system must have the ability for inmate to place monies into their account, family to place money into account and staff to manually place money into account. Additionally, the system must have the following:

- Provide reports in a real-time fashion that can be exported to PDF, Excel or be printed.
- Reports must be able to meet the county needs and if additional customized reports are necessary, they are provided at no additional cost to the county.
- The system must have functionality that provides recording of critical functions such as PREA disclosure, inmate handbook receipt and store such information on the kiosk so that the facility does not need to print such materials. Additionally, the provider must have reports that can be furnished to auditing agencies.
- All updates are done in a real-time fashion in a schedule basis as much as possible at no additional cost to the county.
- The administrative software is expected to be an intuitive system that is user-friendly. It is also to have permission levels that can be edited to fit county requirements.
- The system must provide a cash and bank reconciliation function that can be automated to interface with the county bank account and expedite auditing functions.
- The system must have each function time-stamped to ensure that all functions in both the inmate and administrative side can be tracked to user/time.

TRAINING/SERVICE

The county firmly believes a well-run service is done through proper training and service. Thus, the county requires the following:

- The provider must be the service provider or subcontractor and answer the phone 24/7/365.
- Fulfillment of services must be done by an employee(s) of the provider and not be a subcontractor unless approved by the county.
- The provider must train all staff.

MONEY INTAKE AND RELEASE:

The provider must be able to furnish multiple means for friends and family to deposit funds to inmate accounts plus provide a booking solution that eliminates the need for jail staff to touch cash.

Specifically:

- There will be a Kiosk in Jail Lobby where money may be deposited on inmate account. This system must provide a real-time interface to the inmate kiosk where deposits are credited to the inmate account immediately. The provider must submit a proposal that no fees are charged for cash deposits as an option.
- The availability of deposits to an inmate account through a website is required. Additionally, the county would like the provider to have a smart phone application that performs the same function. Deposits received on-line or through a smart phone are to be credited to the inmate trust account in a real-time fashion.
- The provider must furnish a bill acceptor for the booking/release area to be attached to their trust accounting system that counts currency, detects counterfeit bills, and automatically reconciles. A coin counter is not required.
- Upon inmate release, the county desires to provide debit cards to give to inmates.

INMATE KIOSK REQUIREMENTS:

The county desires to have kiosks in each inmate-housing unit. The county strongly requires kiosks that are mounted to the wall at a minimum for each housing unit; alternative kiosk formats can be used

as supplements as outlined in this RFP. The locations and number of facility kiosks initially required are listed below, but may need to be adjusted during the course of the contract to accommodate significant changes in inmate population and/or demand.

Providers must be able to provide a kiosk that provides all desired features including communication (specifically phone, video visit, inmate e-mail, grievances, etc.), commissary ordering, law library, music library, etc. All kiosks are to be made from materials suitable for a corrections environment including metal/aluminum framing, shatter resistant touch screens and corrections-grade listening devices. Additional specific kiosk requirements are as follows:

- The number of Kiosks will be based a ratio Inmate to Kiosk that allows for equal opportunity for all inmates in a housing equal usage time.
- Commissary
- Inmate Video Visitation, both on and off site capable, with Investigator review and the ability to save video for specific inmates for an indefinite period of time
- Text/SMS/Email messaging billed per message that has functionality to notify investigators and jail staff on a real time basis for any reason
- Music and other entertainment functionality
- Customizable and Fillable Inmate Forms
- All communication formats require the ability for lawyer/counsel visits-communication that is privileged and a proper registration/vetting process exists within the provider system to flag such communication.

KIOSK HISTORY

- The facility has 8 kiosks – commissary only
- Facility has other Kiosk like devices for Visitation

COMMISSARY:

The county desires to provide inmates a commissary program that helps drive behaviors that contributes to the overall goal of behavior modification. The county thus requires the following when it comes to products and pricing:

- Items offered on the commissary menu must be name brand products.
- Commissary item pricing will be based on a comparative study of prices of similar items at retail outlets in Moore County.
- Excessive fees in other services to supplement product costs may not supplement pricing.
- Pricing may be changed once annually unless extraordinary circumstances require this to be reviewed more frequently.
- The provider is required to review product sales at a minimum of once quarterly and product changes may be implemented only with the county permission.
- Provider must be able to provide staff to distribute items

KIOSK AND COMMISSARY HISTORY

Gross Commissary Sales 7/1/17 – 6/30/18 ---- \$121,470

Safe Mail Information

	Messages per/mo.	Money Spent per/mo.
Jul-17	1529	764.5
Aug-17	2506	1253
Sep-17	3520	1760
Oct-17	2566	1283
Nov-17	3061	1530.5
Dec-17	1801	900.5
Jan-18	2129	1064.5
Feb-18	2239	1119.5
Mar-18	2949	1474.5
Apr-18	3466	1733
May-18	3470	1735
Jun-18	3952	1976
Total	33188	16594

INMATE PHONE SERVICE

The county desires a reliable state of the art, yet user-friendly phone system to provide inmates, family, friends, jail staff and appropriate law enforcement agencies/officers a quality experience. The locations and number of telephones initially required are listed below, but may need to be adjusted during the course of the contract to accommodate significant changes in inmate population. Vendor must agree to adjust the number of inmate telephones or to relocate existing telephones as needed at no cost to the Moore County Detention Center.

The locations and number of facility inmate phones initially required are listed below, but may need to be adjusted during the course of the contract to accommodate significant changes in inmate population and/or demand.

The county desires the following features:

- Secure automatic placement of calls by inmates without operator services in accordance with all Federal, State, or local laws, statutes, ordinances, rules and regulations;
- Calls shall not exceed FCC or state mandated per-minute rate caps.
- Ability for County to determine contents/script of pre-recorded messages (1) that the caller hears prior to making a phone call and (2) that the call recipient hears prior to accepting the call;
- Prison Rape Elimination Act (PREA) message and 1-800 #.

- Access inmate funds deposited and designated for inmate telephone services and apply the funds to the service charges without the purchase of a prepaid calling card;
- Ability for friends and family to purchase pre-paid phone time for an inmate via a website portal that is easy to access and use;
- Provide a way to handle customer services complaints from inmates and friends and family and handle these complaints within a reasonable time frame as agreed upon by the County;
- Allow for free phone calls on designated phones with the ability for County to set the call time limit;
- Ability for County to enable and disable the system as needed for emergency or other purposes;
- Allow live-monitoring of all inmate calls (except legal counsel);
- Provide web-based application software for facility users/investigators to access in order to manage operations including setting alerts and live monitor calls.
- Ability to allow County to set an alert by inmate and/or by phone number whereby an authorized user will receive the alert in real time with a link to allow them to live-monitor the call without the caller or call recipient's knowledge;
- Provide an option for facility user/investigator to play back a call that was alerted to them from the start of the call;
- Ability to show call recipient's user information in facility user's interface;
- Record and store all inmate calls (except legal counsel);
- Compliant with the Americans with Disability Act (ADA) and, in particular, must be accessible to individuals with hearing impairments;
- Recognize certain numbers as private to disable the monitoring and recording function (calls to legal counsel);
- Recognize certain numbers as free to allow for the inmate to contact certain government entities and parties as determined by the county without cost to the caller or recipient;
- Ability for County to control the time period of an inmate call;
- Ability for County to terminate an inmate's call;
- Regulate and/or restrict numbers called by an inmate, including but not limited to, ability to deny access to certain telephone numbers, e.g., 800,888, and 900;
- Ability to interface with County systems to receive inmate information;
- Validation of inmate credentials via personal identification number, voice recognition or other means that is acceptable to the County to prevent theft of phone privileges;
- Ability to interface with County systems to receive victim phone number for the purpose of automatically blocking the phone number upon booking and unblock number upon release;
- Make initial contact with called party, verification of acceptance of charges (if applicable), announcement of an inmate's name, that the call is from an inmate at the Jail (pre-recorded message), cost of the call (if applicable) and how to accept or reject the call.
- Store inmate recordings (by inmate names, identification number, number called, inmate phone used, etc.) for a period as determined by County in a format that allows secured access by County;
- Maintain appropriate records of all inmate calls and duration as determined by Moore County in a format that allows secured access by authorized personnel.
- Maintain appropriate records to determine the cost of the call to the inmate and to determine Moore County's service fees for the inmate call in a format that allows secured access by Moore County and interfaces with Moore County's accounting system.
- Provide analytical investigative tracking tools and reports;
- Provide playback tools for all recorded calls;
- Provide a full report of all calls by an inmate and/or to a phone number;

- Provide for a full download of a call or calls by an inmate and/or by a phone number;
- Provide routine technological updates, upgrades, modifications or additions to comply with industry standards

PHONE HISTORY

- The facility has 24 phones
- 1 in phone Booking area allows free local calls
- 1 in phone Pre booking allows free local calls

CallType	BillType	Calls	Minutes	Revenue
InterLata	Collect Call	106	1,207	\$ 642.95
InterState	Collect Call	16	119	\$ 27.25
IntraLata	Collect Call	16	108	\$ 59.40
Local	Collect Call	1,204	11,488	\$ 1,250.37
InterLata	Collect w/ CC	239	2,072	\$ 1,139.60
InterState	Collect w/ CC	196	1,748	\$ 437.00
IntraLata	Collect w/ CC	14	154	\$ 84.70
Local	Collect w/ CC	899	9,811	\$ 1,079.21
InterLata	Debit	107	1,015	\$ 556.92
InterState	Debit	221	1,799	\$ 448.00
IntraLata	Debit	17	146	\$ 80.22
Local	Debit	3,156	35,152	\$ 3,859.40
InterLata	Prepaid w/CC	270	2,696	\$ 1,482.80
InterState	Prepaid w/CC	300	3,354	\$ 838.50
IntraLata	Prepaid w/CC	9	64	\$ 35.20
Local	Prepaid w/CC	932	11,246	\$ 1,237.06
InterLata	Prepaid- Collect	2,409	23,315	\$ 12,767.70
InterState	Prepaid- Collect	3,942	39,351	\$ 8,255.56
IntraLata	Prepaid- Collect	241	2,028	\$ 1,107.15
Local	Prepaid- Collect	39,377	429,688	\$ 47,225.42

INMATE VISTATION

The purpose of this system is to allow inmates to access terminals inside the inmate living areas for video and audio visitation with a visitor (either locally or remotely) over Internet connections. The purpose is also to install a visitation management system that will automate the scheduling, check-in, and tracking of visitations. The system furnished shall be of advanced technology with state-of-the-art equipment provided.

The county prefers the vender to own the product solutions as an integrated package. Third party interfaces are not acceptable and will be cause for disqualification. Vendor must confirm product solutions are part of an integrated solution owned by vendor.

The locations and number of facility visitation stations initially required are listed below, but may need to be adjusted during the course of the contract to accommodate significant changes in inmate population and/or visitation demand.

The county desires the following features:

- Provide all labor, equipment, materials, software, installation, configuration (hardware, software and networking which include but are not limited to Switches, Hubs, Routers, Firewalls, Wireless AP's, cabling, Jacks, wall plates), documentation, testing, network design, and training of the video visitation station(s).
- Video visitation station(s) shall be an Internet Protocol (IP) based system. All video and audio streams between the stations shall be transmitted over TCP/IP/Ethernet. Any systems that utilize analog audio/video matrix switching devices are not acceptable
- All video visitation station components must be field replaceable by facility staff or by the VIDEO VISTATION STATION(S) contractor. All video visitation station components must be nonproprietary
- Correction grade steel wall mountable enclosure with option to attach to existing correctional industry standard "mini-phone" wall mount bracket
 - Interchangeable front faceplate
 - Multi-touch capacitive screen
 - Tempered glass and anti-glare screen protector
 - Front facing webcam
- Power-over-Ethernet capability with simultaneous data and power transfer.
- Wireless and wired connectivity options
- Detention grade electret audio handset with cable lanyard (dual handsets optional)
- The enclosure shall not have any openings exposed to inmate or visitor.
- Recording & archive storage (recording up to 24 simultaneous visits)
- Video visitation station(s) shall have mass email notifications to make all or select visitors aware of facility events, policy changes, etc.

VISITATION HISTORY

- The facility has 19 inmate visitation stations
- The facility has 2 attorney visitation stations (private)
- The facility has 1 hour hearing station on site and 1 at courthouse
- The facility has 12 visitation public stations

VISTATION BILLING HISTORY

7/1/2017-6/30/2018

Type	Number of Visits*	Percent (%)
Ad hoc Personal	0	0.00%
Ad hoc Professional	0	0.00%
Internet Personal	1360	23.15%
Internet Professional	9	0.15%
Personal	2467	41.99%
Professional	3	0.05%
Quick Connect	2036	34.66%
Grand Total	5875	100%

***Number of Visits include the visits in assigned, completed, confirmed, error, reassigned, running, pending or warning**

Billing Statistics by Month - Moore County
Date Range: 07/01/2017 - 06/30/2018

Month	<u>Visitation Charge</u>		<u>Charge Overridden</u>		<u>Refunded Visits</u>		Total Amount**
	Count	Amount	Count	Amount	Count	Amount	
July	64	\$640.00	9	\$90.00	8	\$80.00	\$470.00
August	73	\$720.00	3	\$30.00	1	\$10.00	\$680.00
September	58	\$575.00	5	\$50.00	6	\$60.00	\$465.00
October	58	\$570.00	9	\$90.00	3	\$30.00	\$450.00
November	83	\$830.00	2	\$20.00	14	\$140.00	\$670.00
December	92	\$915.00	4	\$40.00	6	\$60.00	\$815.00
January	63	\$630.00	0	\$0.00	9	\$90.00	\$540.00
February	95	\$935.00	2	\$20.00	9	\$90.00	\$825.00
March	143	\$1,425.00	6	\$60.00	7	\$70.00	\$1,295.00
April	203	\$2,020.00	4	\$40.00	6	\$60.00	\$1,920.00
May	84	\$840.00	4	\$40.00	1	\$10.00	\$790.00
June	177	\$1,755.00	28	\$280.00	8	\$80.00	\$1,395.00
Grand Total	1193	\$11,855.00	76	\$760.00	78	\$780.00	\$10,315.00

TABLETS

The county desires the following features, hardware and accessory capabilities:

- Case should be either sealed or accessible only by security screws with unique unlock tool
- Data only enabled port (cannot be used to charge other electronics)
- Flame resistant
- Drop Resistant
- Multiple Storage space options for tablets
- Non-Removable Battery (specify hours it will run with a charge)
- Tablet Charging systems (i.e. cart, secured wall units)
- Ear buds with optional built in microphone
- Tablet hardware security capabilities must include the following:
 - *Security Screws with unique unlock tool or solid casing*
 - *Ability to disable any camera on the tablets*
- All installed applications should be evaluated and approved by the County; the County is not responsible for mobile device management (MDM) software and tracking.

PROPOSAL FORM

Sealed Proposals will be received until 4:00 pm on Tuesday, November 27, 2018 in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327. Opening will not be public.

Use this form only for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. 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 proposals.

Provide a list of all services and a commission rate for the County.

SERVICE	COMMISSION FOR COUNTY
Short Messaging System (SMS)	
Inmate E-mail Messages	
Inmate Phone	
Video Visitation	
Commissary	
Tablets	
<i>List Additional Services Below:</i>	

The following completed and signed documents must be included in the proposal response:

- 1. Any requirements requested within the scope of work**
- 2. Proposal Form**
- 3. Non-collusion affidavit**
- 4. E-verify affidavit**
- 5. Vendor Application**
- 6. W-9 form**

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 _____

Receipt of the following addendum is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

**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 _____, 2018

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 _____, 2018.

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 _____, 2018.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)



Vendor Application

County of Moore

Financial Services – Purchasing Division

PO Box 905

Carthage, NC 28327

Phone: (910) 947 - 6310

Fax: (910) 947 - 6311

Please Type or Print Legibly

Federal ID # _____ SS # _____ Vendor # _____

Vendor Name

Date

ORDER ADDRESS		PAY ADDRESS	
Street		Street	
Street		Post Office Box	
City		City	
State	Zip Code	State	Zip Code

CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
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YEAR ESTABLISHED	TERMS	DISCOUNT
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CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE
	EMAIL ADDRESS:

This firm certifies that it is a: (if applicable)

Disabled

Minority Business Enterprise

Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

References

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts established outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>
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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. Also see *What Name and Number To Give the Requestor* 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 ▶ _____
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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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

SAMPLE CONTRACT – DO NOT RETURN

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 materials (collectively referred to as “Services”) contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

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 Certification

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"), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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: MOORE COUNTY
 ATTN: DIRECTOR
 P.O. BOX 905
 CARTHAGE, NC 28327

CONTRACTOR:

16. 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.

17. 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.

18. 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.

19. Priority of Documents

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

20. 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.

21. 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.

22. Entire Agreement

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

23. Amendment

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

24. Drafted by Both Parties

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

25. 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

J. Wayne Vest
County Manager

CONTRACTOR

By: _____
Title: _____

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