

**COUNTY OF MOORE
NORTH CAROLINA**

REQUEST FOR PROPOSALS

ISSUE DATE: **May 10, 2019**

RFP#: 2019-18

TITLE: Appraisal Services – Acquisitions

**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 **4:00 pm Thursday May 23, 2019** from qualified firms to provide Appraisal Services for FEMA Acquisition Projects for the County of Moore Public Safety Department. All inquiries for information concerning Instructions for Proposals, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

**Terra Vuncannon, Purchasing Manager
PO Box 905
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. List all sales tax separately. 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. 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. Thursday May 16, 2019. 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 Moore County policy, “award shall be made to the lowest responsible, responsible bidder”.
7. The County of Moore has waived the Bid Deposit.
8. The contractor shall not represent itself to be an agent of the County.
9. All Federal regulations and General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
10. 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.
11. 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.
12. 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.
13. 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.
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 Manager and/or County of Moore Board of Commissioners for their 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.
19. As the contract will be funded with federal grant funds all applicable Federal laws, policies and standards must apply to all aspects of the grant.
20. Trade Secrets and Confidentiality: As a general rule, all submissions to the County are available to any member of the public. However, if materials qualify as provided in this section, the County will take reasonable steps to keep trade secrets confidential.

State and Federal Government Access to Records. None of the provisions in this section shall limit the County, the State, the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

PRODUCT DESCRIPTION

1. Background

The County of Moore is seeking appraisal services for the acquisition of multiple homes. These activities are to be conducted with Federal Emergency Management Agency (FEMA) and North Carolina State funds pursuant to the grant agreements executed between the County of Moore and the State of North Carolina, Department of Public Safety, Division of Emergency Management.

Currently the County has seven homes (Grants HMPG 4285-0016 and HMPG 4285-003-R) that require appraisal services upon execution of a contract with the successful firm. Additionally, Moore County is seeking additional federal grant dollars to acquire twenty-six other homes in its jurisdiction. Therefore, Moore County will be using this solicitation to select an appraisal firm to enter into a 2-year contract to perform appraisal services for the thirty-three structures as well as future appraisal of structures procured under FEMA or other federal programs.

As the contract will be funded with federal grant funds all applicable Federal laws, policies and standards must apply to all aspects of the grant.

2. Services Required

The appraiser, hired through competitive bidding for the buyout project must complete a (pre-disaster for HMGP) fair market value appraisal on each property in the project, including vacant lots. The appraisals should recognize that the majority of properties in the acquisition project are located in a special flood hazard areas. Appraisers must be licensed by the State of North Carolina.

Prior to any appraisals being conducted, the firm will contact the County to schedule appraisals to ensure property owner are notified as to the time the appraiser will visit the property and invite the property owner to accompany the appraiser during a site visit.

The appraisal report must reflect nationally recognized appraisal standards, including the Uniform Appraisal Standards for Federal Land Acquisition. The appraisal must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support the opinion of value. Commercial properties (structure/building) are to be treated the same as residential properties, except commercial properties must be appraised by a North Carolina certified general appraiser using the narrative format (as opposed to the Uniform Residential Appraisal standard (Fannie Mae) form used for residential structures).

Appraisal Reports

At a minimum, a detailed appraisal shall contain the following items:

- (1) The purpose of the appraisal, a statement of the estate being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal;
- (2) A description of the physical characteristics of the property (and, in the case of a partial acquisition, a description of the remaining property, which must lie outside of the floodplain), a

statement of known encumbrances, if any, title information, zoning, an analysis of highest and best use, and at least a 5-year sales history of the property;

- (3) All relevant and reliable approaches to determine value consistent with commonly accepted professional appraisal practices;
- (4) A description of comparable sales, including all relevant physical, legal and economic factors, and verification by a party involved in a transaction;
- (5) A statement of the value of the property to be acquired and, for a partial acquisition, a statement of the damages and benefits, if any, to the remaining property; and
- (6) The effective date of valuation, date of appraisal, signature and certification of the appraiser.

**APPENDIX A
PROPOSAL FORM**

RFP #2019-18

The County of Moore requests your proposal to provide **Appraisal Services – Acquisitions**.

The Sealed Proposals will be received until **4:00 p.m., Thursday May 23, 2019** in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327

Use of this form is 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. All items should be in the units, quantities, units of measurements, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any and/or all proposals.

PROJECT	COST
Appraisal per units	
Sales tax per unit (if applicable)	

Responsive proposal must include the following:

- **All components/requests per the Scope of Work**
- **Appendix A: Completed Proposal Form (must acknowledge addenda)**
- **Appendix B: Notarized Non-collusion Affidavit**
- **Appendix C: Notarized E-verify document**
- **Appendix D: Notarized Minority/HUB Affidavit**
- **Appendix E: W-9 form**
- **Provide three references for similar appraisals, preferably federally funded projects.**

I certify that the contents of this proposal 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 (if applicable) is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

**APPENDIX B
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 _____, 2019

Notary Public
My commission expires: _____

APPENDIX C

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 _____, 2019.

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 _____, 2019.

My Commission Expires:

_____, Notary Public

(Affix Official/Notarial Seal)

APPENDIX D

**Small Business, Minority and Women’s Owned Businesses Participation
– Own Workforce Document**

State of North Carolina – Affidavit B - Intent to Perform Contract with Own Workforce.

County of Moore

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the **Appraisal Services – Acquisitions** contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

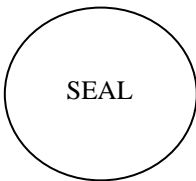
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize small businesses, minority and women’s owned businesses (DBEs), and labor surplus area firms where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

APPENDIX E

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.																																								
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																									
	2 Business name/disregarded entity name, if different from above																																									
	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <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 FATCA reporting code (if any) _____ <small>(Applies to accounts obtained outside the U.S.)</small>																																								
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester'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 <i>How to get a TIN</i> , later.																																										
	Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> </tr> </table>												or										Employer identification 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 ▶ _____																																								
<h3>General Instructions</h3> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>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.</p> <p>Purpose of Form</p> <p>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:</p> <ul style="list-style-type: none"> • 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) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>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.</i></p>																																										
Cat. No. 1023-DX Form W-9 (Rev. 10-2018)																																										

APPENDIX F

CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized

Name and Title of Contractor's Authorized Official

APPENDIX G

DO NOT SUBMIT WITH RESPONSE – SAMPLE ONLY

Sample Services Contract – This is not the final contract – additional language will be included pursuant to federal requirements.

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.

26. Additional Clauses

The Contractor shall comply with all additional clauses outline in Attachment 2.

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

Attachment 1

SCOPE OF SERVICES

Attachment 2
ADDITIONAL CLAUSES

The CONTRACTOR and any sub-contractors acquired to provide services arising out of this contract agree to abide by the following clauses and requirements:

1. **Disadvantaged Business Enterprises (DBE) and Labor Surplus Firms.** The following affirmative steps should be taken to ensure small businesses, minority and women's owned businesses (DBEs), and labor surplus area firms (LSA) are used when possible:
 - a. Place DBEs/LSAs on solicitation lists and solicit to them when they are a potential source.
 - b. Use the services of organizations such as the Small Business Administration and the Minority Business Development Agency.
 - c. When economically feasible, divide total requirements into smaller tasks or quantities and establish delivery schedules.
 - d. Require subcontractors to follow these affirmative steps.

2. **Suspension and Debarment.**
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. CONTRACTOR's certification is a material representation of fact relied upon by the City. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

3. **Access to Records.** The following access to records requirements apply to this contract:
 - a. The CONTRACTOR agrees to provide the OWNER, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

5. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The

CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
7. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.
8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
 - a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The following clauses are applicable to certain types of contracts receiving federal funding. Each clause includes an additional paragraph stating when these clauses are mandated. The NFE should review all clauses and decide whether to omit clauses that are not mandated under federal guidelines.

(This Byrd Anti-Lobbying Amendment Clause applies to all contracts over \$100,000. 2 CFR, Part 200, Appendix II(I))

9. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**
 - a. The CONTRACTOR certifies to the OWNER that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The required Certification must be provided as an addendum to any Agreement arising from this procurement.
 - b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the OWNER.