

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

ISSUE DATE: **May 4, 2021**

RFP#: **2021-26**

TITLE: **TRANSPORTATION SERVICES - (Secondary Provider)**

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

Sealed Proposals will be received until **4:00:00 p.m. EST Thursday, May 20, 2021** from qualified vendors for **Non-Emergency Medicaid Transportation Services for the County of Moore Department of Social Services**. Due to the COVID 19 event sealed bids will be received until **4:00:00 EST Thursday May 20, 2020**, at which time they will be publicly opened. Bids will be opened at the front steps of the Finance office located at **206 South Ray Street, Carthage, NC 28327**. All attendees MUST adhere to County and CDC guidelines for protective measures.

All inquiries for information concerning the Request for Proposals shall be directed to:

**Terra Vuncannon, Purchasing Manager
206 South Ray Street
Carthage, NC 28327
(910) 947-7118**

tvuncannon@moirecountync.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 Proposals. It is the sole responsibility of the Proposer to ensure that its proposal reaches the Finance 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 and install the goods described in accordance with the attached signed proposal.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

_____ By: _____
(typed)

By: _____
(signed)

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INSTRUCTIONS TO PROPOSERS

1. **Sealed Proposals shall be submitted to the Issuing Department and include the enclosed Proposal Form.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject any and all proposals, and to waive any informality in proposals unless otherwise specified by the Proposer. The Proposer shall sign the proposal correctly and proposals may be rejected if they show omissions, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Please list sales tax separately. 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 Proposers 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 at the address listed on page one if this solicitation or by e-mail to tvuncannon@moorecountync.gov. All questions concerning this RFP shall reference the RFP number, section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Proposers by issuance of an Addendum. **All written questions shall be received by the Issuing Department no later than 10:00 a.m. EST Wednesday, May 12, 2021. NO EXCEPTIONS.** All addendums pertaining to this RFP will be posted to the County website at www.moorecountync.gov within 24 – 48 hours after the deadline for questions and/or after the pre-bid conference. **It is the proposer's responsibility to check the website for the addendums.**
4. The County will not be responsible for any oral instructions. Should a Proposer find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, he/she should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the proposal shall be noted on the Proposal Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof. **It is the Proposer's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**
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 proposals may be withdrawn until **90 days** after proposal 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, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.”
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer’s most favorable commercial warranty. Each Proposer shall plainly set forth the warranty for the goods in the proposal. Operations and maintenance manuals for equipment shall also be provided, as appropriate.
8. All purchases for goods or services are subject to the availability of funds for this particular 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. Proposers are cautioned that this is a request for proposals, not a request for contract, and the County of Moore reserves the right to reject any and/or 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.
14. Proposals will be tabulated, evaluated and a recommendation presented to the County Manager and/or Moore Board of Commissioners for their approval.
15. 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.

16. 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' notice 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.
17. **Proposals in one (1) original and one (1) copy will be received from each Proposer in a sealed envelope or package.** Each original shall be signed and dated by an official authorized to bind the form. Unsigned proposals will not be considered.
18. Upon receipt by Moore County Financial Services, your Proposal is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal may be reviewed by the County's evaluation committee, as well as other County staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked "Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Proposer agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the County to assist in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

19. **As this purchase of services will/may be funded with federal grant funds, all applicable Federal laws, policies and standards must apply to all aspects of the grant**
20. The contract for this RFP will be awarded to the lowest price responsible responsive bidder. The County reserves the right to reject any and/or all proposals.

COUNTY OF MOORE
PROJECT SPECIFICATIONS AND SPECIAL PROVISIONS

The County of Moore intends to contract with one or more secondary providers for Non-Emergency Medicaid Transportation Services. Contractor shall provide Moore County Medicaid approved clients who are attending Medicaid covered appointments within and outside of Moore County with transportation. The appointments shall be scheduled in the following manner:

- All appointments must be approved by Moore County Department of Social Service (MCDSS) prior to the provision of services
- This approval will be verified by e-mail confirming the pick-up and delivery of the Medicaid client to and/or from Medicaid covered appointments
- If a client should not show for an appointment, contractor shall inform MCDSS within 4 hours of the missed appointment(s)
- Contractor will call the Medicaid client alerting them of their approximate time of pick-up
- The driver will alert the client of their arrival at the home of the client and/or the medical provider by blowing of the horn and, if necessary, a knock on the door
- The driver should wait at least 5 minutes but not more than 15 minutes for the client to respond to their notice of arrival
- It is up to the provider as to if they will wait for the client once they are delivered to their appointment or arrange a pick up time as long as the wait is no longer than 2 hours
- It is the responsibility of MCDSS to advise contractor of clients with special needs, i.e. wheelchairs, attendants, car seat requirements, etc.
- It is not the responsibility of contractor to assist clients who are too feeble or impaired to get into or out of the car/van
- Contractor should inform MCDSS if they feel that the client is in need of an attendant to assist them with medical appointments
- If a client becomes belligerent or threatening, contractor may discharge the client at any point that they are endangering the driver or other riders
- If contractor should have to discharge a rider, they must inform MCDSS of this within the hour
- MCDSS will issue the client a warning and/or a statement that they are no longer eligible to use the services of contractor.
- If the driver refuses to pick up a client for any reason other than the client is a danger to the driver or other riders, contractor will not be reimbursed for the ride
- Bills will be presented to Moore County Department of Social Services by the 5th day of the following month. The billing information will include: client's name, Medicaid number, date of services, address and name of service provider, addresses of pick-up and drop off of clients and mileage. The bill should be arranged by client name with a total for each client
- Vendor must maintain and provide proof of insurance as follows:
 - \$1,000,000 bodily injury liability
 - \$100,000 in property damage
 - \$1,000,000 in combined single limit bodily injury and property damage
- Vendor must provide workers' compensation for its employees
- Vendor must be ADA compliant (Section 504 of the Rehabilitation Act of 1973)

- Vendor must be compliant with Title VI and VII of the Civil Rights Act of 1964
 - Vendor must maintain records for at least three (3) years for audit purposes by Federal and/or anyone the County of Moore designates to examine the records
 - Vendor must be able to provide transportation services five (5) days per week, Monday – Friday normally during the hours of 5:00 am until 6:00 pm. Times can vary pending transportation requirement to an out of town medical facility. Although primarily for Moore County Medicaid eligible medical trips, there may be out of county transportation requirements.
 - Vendor must agree to the State Vendor Agreement for Social Services
 - Vendor must agree to the Conflict of Interest Policy
 - Vendor must adhere to HIPPA’s confidentiality requirements
 - Vendor must meet State Licensing Standards
 - Driver must have a valid driver’s license with no major violations
 - Owe no overdue taxes to County
 - Vendor must adhere to the DHHS Division of Medical Assistance contract requirements
 - Vendor must allow MCDSS to inspect vehicles when requested
 - Vendor must take client home if dropped off during normal work hours (6:00 AM – 5:00 PM), unless vendor closed due to inclement weather or other emergency.
 - Vendor must have a wheelchair van available for same-day hospital discharges during normal work hours (6:00 AM – 5:00 PM).
-
- **The following must be included in the Proposal Packet to be considered a responsive bid:**
 - Signed Proposal Form**
 - Notarized Non-Collusion Affidavit**
 - Notarized E-verify Affidavit**
 - Minority Participation Affidavit**
 - Certification Against Lobbying**
 - Vendor Form (including three references)**
 - W-9 Form**

PROPOSAL FORM
RFP #2021-26

The County of Moore requests your proposal to provide **Transportation Services for the County of Moore Department of Social Services. The County intent is to award a contract to one or more secondary providers.** Opening will be public.

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.

- **COST PER MILE:** _____

- **Vendor meets and accepts all requirements within the Specifications and Special Provisions:** **YES or NO**

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: _____

Addendum No. _____ Date: _____

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 proposer that has submitted the attached proposal;

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

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal 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 Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer 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 proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature and Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This ____ day of _____, 2021

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 _____, 2021.

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 _____, 2021.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)

Minority Participation – Own Workforce Document

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

County of Moore

(Name of Bidder)

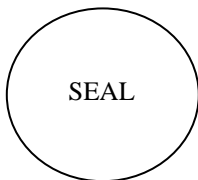
I hereby certify that it is our intent to perform 100% of the work required for the **TRANSPORTATION SERVICES** contract.

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 minority suppliers 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 _____

CERTIFICATION REGARDING LOBBYING

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

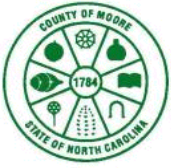
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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



Vendor Application

County of Moore

Financial Services – Purchasing Division
 PO Box 905
 Carthage, NC 28327
 Phone: (910) 947 - 7122
 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
----------------	------------------	------------

YEAR ESTABLISHED	TERMS	DISCOUNT
------------------	-------	----------

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

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