

COUNTY OF MOORE  
NORTH CAROLINA

REQUEST FOR PROPOSALS

ISSUE DATE: **January 3, 2018**

RFP#: **2019-12**

TITLE: **BEVERAGE 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, January 15, 2019 at 4:00 pm** from qualified vendors for Beverage Services for the County of Moore Parks and Recreation Department. 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  
Carthage, NC 28327  
(910) 947-7118 (Telephone)  
[tvuncannon@moirecountync.gov](mailto: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 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. 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](mailto: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. Wednesday, January 9, 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 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**

The County of Moore Parks and Recreation Department provides opportunities for participation in various sports and offers concessions for sporting events. Currently the County has a field house location servicing four baseball/softball fields with seasonal usage March – November. An existing standing concession building will service the splash pad/playground area beginning in May 2019 with a seasonal period from May – September each year. A new recreation facility will be opening in Spring 2020 to service basketball/volleyball on a year round basis.

The County of Moore has hosted several World Series events with opportunities for more events in the future. Vendor must be able to accommodate services required for these events. The County will provide advance notice to the vendor.

Usage for the last baseball/softball season (March 2018 – November 2018):

235 cases of 2 liters for slushy machine

220 cases of bottled water

315 cases of soft drinks (variety)

112 cases of Gatorade (variety)

The selected vendor shall provide the following service to County of Moore:

1. Provide detailed list of beverage selections  
Vendor list variety selections (12 oz. canned products)
2. Bottled Water 12 oz. and 20 oz.
3. Gatorades (variety) 20 oz.
4. Stock re-orders requests within 24 hours
5. Provide drink coolers as needed (additional for tournament events)
  - Fieldhouse – Minimum of 2 double door drink boxes and 1 single door
  - Splash Pad/Playground – Minimum of 2 single door drink boxes
  - Recreation Center – To be determined
6. Provide “Slushy/Frozen drink” machine
7. Provide ice machine for recreation center
8. Provide beverage logo for scoreboards (currently contains “Cheerwine” logo) – must be approved by County of Moore prior to placement
  - Fieldhouse – Minimum of four scoreboards
  - Recreation Center – Number of scoreboards to be determined
9. Provide menu boards for concession stands
  - One menu board for each location (Fieldhouse, Splash Pad/Playground and Recreation Center)
10. Provide service maintenance of vendor owned equipment
11. Ability to accommodate baseball/softball/soccer/football field house, concession stand for playground/splash pad and new recreation center (2020)
  - Fieldhouse – Minimum of 2 double door drink boxes and 1 single door
  - Splash Pad/Playground – Minimum of 2 single door drink boxes
  - Recreation Center – To be determined

## **PROPOSAL REQUIREMENTS**

The proposal submitted shall include, but not limited to, the following:

1. Statement by the proposer of understanding of the scope of work and complete description of the approach to perform this service;
2. The firm's experience in providing these services;
3. A list of comparable organizations for which the firm has provided similar services during the last 24 months, including names and phone numbers of client contacts.
4. One individual designated as point of contact for questions or requests.
5. A schedule of fees and payment terms applicable to services proposed.
6. Provide any additional incentives your firm may offer
7. Completion of the Proposal Form

## PROPOSAL FORM

Sealed Proposals will be received until 4:00 pm on Tuesday, January 15, 2019 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.

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1. Provide detailed list of beverage selections

Vendor list variety selections (12 oz. canned products): Cost per 12 oz. can \_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

2. Bottled Water 12 oz. Cost per 12 oz. bottle \_\_\_\_\_

Bottled Water 20 oz. Cost per 20 oz. bottle \_\_\_\_\_

3. Bottled Gatorade 20 oz. Cost per 20 oz. bottle \_\_\_\_\_

4. Stock re-orders requests within 24 hours Yes \_\_\_\_\_

5. Provide drink coolers as needed (additional for tournament events) Yes \_\_\_\_\_

- Fieldhouse – Minimum of 2 double door drink boxes and 1 single door
- Splash Pad/Playground – Minimum of 2 single door drink boxes
- Recreation Center – To be determined

6. Provide “Slushy/Frozen drink” machine Yes \_\_\_\_\_

7. Provide ice machine for recreation center and as needed at two other locations Yes \_\_\_\_\_

8. Provide beverage logo for scoreboards (currently contains “Cheerwine” logo) – must be approved by County of Moore prior to placement Yes \_\_\_\_\_

- Fieldhouse – Minimum of four scoreboards
- Recreation Center – Number of scoreboards to be determined

9. Provide menu boards for concession stands Yes \_\_\_\_\_

- One menu board for each location (Fieldhouse, Splash Pad/Playground and Recreation Center)

10. Provide service maintenance of vendor owned equipment Yes \_\_\_\_\_

11. Ability to accommodate baseball/softball/soccer/football field house, concession stand for playground/splash pad and new recreation center (2020) Yes \_\_\_\_\_
- Fieldhouse – Minimum of 2 double door drink boxes and 1 single door
  - Splash Pad/Playground – Minimum of 2 single door drink boxes
  - Recreation Center – To be determined
  - Provide coolers as needed

**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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 \_\_\_\_\_, 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)



# 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](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> 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><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><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></p>	<p><b>4</b> 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 maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>

**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.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

**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.

<b>Sign Here</b>	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](http://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](http://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**