



Request for Proposals

**Forsyth County Micro-Transit
for Employment and Training Program**

**Proposals Will Be Received Until
12:00 Noon February 13th, 2024**

By The City of W-S/Forsyth Co. Purchasing Department

NOTICE TO PROPOSERS

It is the policy of the County of Forsyth that an employee, officer, or agent of the County may not participate in any manner in the bidding, awarding, or administering of contracts or agreements in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful Proposer must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful Proposer agrees to indemnify the County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All proposals must be firm and not subject to increase, unless specified within the provisions of this Request for Proposals (RFP) and mutually agreed upon by the County and the Proposer.

No special inducements will be considered that are not a part of the original proposal document.

County Rights and Options

The County, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFP at any time
- To cancel this RFP with or without the substitution of another RFP
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the County
- To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the County to evaluate the Responses submitted
- To negotiate an agreement with a Service Provider based on the information provided in response to this RFP
- To reject any and/or all bids, at any time

Public Records

Any material submitted in response to this RFP will become a "public record" once the Proposer's document(s) is opened and the Proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The County reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Trade Secrets/Confidentiality

Proposers must claim any material which qualifies as "trade secret" information under N.C.G.S. 66-152(3) in their response to this RFP and must state the reasons why such exclusion from public disclosure is necessary and legal. 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 should 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 should be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your proposal being disqualified.

In submitting a proposal, each Proposer agrees that the City/County may reveal any trade secret materials contained in such response to all City/County staff and City/County officials involved in the selection

Familiarity with Laws and Ordinances

The submission of a proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP/RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the County in writing without delay

E-Verify Compliance

Per N.C.G.S. 143-133.3“E-VERIFY. Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Provider utilizes a subcontractor, the Provider shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

Iran Divestment Act

Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/-Divestment-Act-Resources.aspx>.

Divestment from Companies that Boycott Israel

Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.”

INSTRUCTIONS TO PROPOSERS

This entire set of documents constitutes the RFP. The proposer must return the RFP with all information necessary to properly analyze the proposer's response in full, in the same numerical order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

RFP Response Submission

Proposals may be submitted by either of the following methods:

- By emailing a PDF file of all required forms to bids@cityofws.org. Bidders choosing to utilize this method should be sure to utilize scanned copies of the appropriate forms with signatures as required.
- By UPS, Fed-Ex or hand-delivery to City/County Purchasing, Suite 324, 101 North Main Street, Winston-Salem, NC 27101

The County will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The County reserves the right to reproduce proposals for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other County employee or Forsyth County elected official regarding this Request for Proposals. Any such outside contact may result in disqualification from the request for proposal process.

Proposer Questions and Inquiries

Proposer Questions and Inquiries relative to this RFP must be submitted **in writing only** by ***February 8th, 2024***, to Russell Frye, City/County Purchasing Buyer, e-mail: russellf@cityofws.org. The County will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. **Please note that there is a limit of FIVE (5) questions per potential bidder, excluding any need for follow-up questions to clarify previous responses.** Any oral responses made by any representative of the County may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

Forsyth County Micro-transit for Employment & Training

Scope of Work and Specifications

Forsyth County is seeking Requests for Proposals from qualified transportation providers to offer transportation services for County residents to and from employment and training activities.

I. Background

Forsyth County has a vision to provide responsive and innovative services, guided by integrity, professionalism, and compassion to the people of Forsyth County that enhance the quality of life and sense of community. Forsyth County and partner organizations recognize that transportation is a barrier to accessing employment and training opportunities in the community. With the North Carolina Department of Transportation (NCDOT) Rural Operating Assistance Program's (ROAP) Employment and Transportation Assistance Program (EMPL) funding, we hope to achieve this goal by providing a transportation service that supplements the community's existing transportation infrastructure to effectively, efficiently, and economically transport disadvantaged residents, predominately those without other means of transportation, throughout the County to training opportunities, employment, and other employment-related activities as defined by NCDOT including transporting children of working adults to childcare.

II. Term of Contract

Contract through June 30th, 2024

III. Qualification Criteria

Transportation providers should have the following:

- Experience providing micro-transit services to individuals from a variety of backgrounds, including minors
- Capacity for potentially fluctuating business
- Ability to provide consistent and reliable transportation services for non-traditional schedules
- Experience with reporting and compliance with NCDOT ROAP funds or other similar state grants
- An existing credible reputation and relationships in the community are preferred
- ***Minimum three years in business under the same name providing the same or similar services with verifiable references.***
- ***Minimum of three contracts within the past three years with \$20,000 or more in annual business.***

IV. Specifications

A successful program will include:

- A simple and accessible, yet thorough, rider intake process developed with County staff to meet NCDOT reporting requirements and inform County goals and metrics
- A standard and economical rate for ride price to be determined and reimbursed
- Collaboration with community partners who are well connected to the targeted population including but not limited to the Winston-Salem/Forsyth County Schools, Forsyth Technical Community College, Goodwill Industries of Northwest North Carolina, and the Forsyth County Department of Social Services
- Rider's residence must be within Forsyth County
- Trips are not to exceed 35 miles

V. Reporting Requirements and Program Oversight

- The program will be administered by the Forsyth County Community and Economic Development Department (FCCED)
- The provider is to manage day-to-day operations and individual rides once connected with the rider
- FCCED will market and promote the program to connect riders with the provider
- The provider and FCCED will collaborate on an intake process to ensure all riders all eligible and relevant information is collected
- Providers should report required information to FCCED at a frequency to be determined to ensure reporting requirements are met per NCDOT ROAP Guidance
- Required information includes the rider's name, origin, destination, and length of each trip
- The provider and FCCED staff will create additional, mutually agreed upon reporting requirements based on final program design

VI. Evaluation Criteria

All bids that are submitted in accordance with this RFP and which meet the Qualification Criteria in this RFP will be considered responsive bids. Notwithstanding anything to the contrary herein, any or all bids may be rejected, and the County may negotiate with any or all bidders. The County will ordinarily award the contract to the lowest responsive, responsible bidder, but reserves the right to consider other factors.

The County may award a contract to more than one bidder for each type of service in order to provide time-sensitive services in the event of the unavailability of the low-bid provider.

VII. Confidentiality of Personally Identifiable Information

The Contractor assures that information and data obtained as to personal facts and circumstances related to County employees, citizens, vendors or other will be held confidential, during and following the term of this contract. Contractors and their employees working on County properties may be required to sign confidentiality statements.

VIII. Termination

Unless otherwise agreed upon in writing by the parties, this Agreement may be terminated by either party for convenience with no less than ten (10) calendar days' notice. In the event of termination, the Contractor will be paid for all Services properly rendered to the date of termination and shall promptly discontinue all Services affected (unless a termination notice from the City directs otherwise). In the event of any termination, the Contractor will be paid for all Services properly rendered to the date of termination and shall (i) promptly discontinue all Services affected (unless a termination notice from the City directs otherwise); and (ii) deliver to the City all documents, data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the Services herein. Other than being paid for Services properly rendered to the date of termination, Contractor hereby waives any and all other claims for lost profits, lost opportunity, and for any and all other direct, indirect, special, and consequential damages. In the event that the City terminates this Agreement due to the Contractor's poor workmanship, failure to perform the Service set out herein or, otherwise, for breach of this Agreement, or in the event that the Contractor terminates this Agreement for convenience or otherwise, the City may pursue and recover all remedies available at law or in equity, as these remedies are cumulative and do not exclude each other.

GENERAL REQUIREMENTS:

- A. All Bids must be submitted on the attached Forms unless otherwise noted.
- B. Basis of Award: Bid will be awarded to the vendor with the lowest net cost to the County who meets or exceeds all specifications. The County reserves the right to reject any and all bids.
- C. The individual unit price supersedes in event of an error calculating the total price.
- D. All bids must be firm and not subject to increase.
- E. No special inducements will be considered that are not a part of the original bidding document.
- F. Forsyth County reserves the right to hold bids open for a period of sixty (60) days after receipt of bids before making an award.
- G. Default and Termination: Contractor may be found in default of contract if services are not performed to the degree of quality and frequency so stated herein. The County may then terminate the contract and award to the next lowest bidder.
- H. Invoicing instructions: Send one invoice each month identifying the service to: Forsyth County Community and Economic Development, 201 N Chestnut Street, Winston-Salem, NC 27101.
- I. **Taxes:**
 - a. Federal: Forsyth County is exempt from Federal Excise Taxes. The County will issue Federal Excise Exemption Certificates or Bureau of Internal Revenue Tax Exception Number only upon request of the contractor. Issuance of the certificate does not mean that the contractor is entitled to a tax refund. All requests for refunds are to be handled by the contractor. The County will not guarantee any Federal Tax refunds to the contractor.
 - b. State: Applicable North Carolina Sales and Use Taxes are NOT to be shown on bids but are to be added to invoices as a separate item.
- J. Pursuant to N.C.G.S. Chapter 55 Article 15 entitled Foreign Corporations, the successful bidder must have on file with the Secretary of State of the State of North Carolina a Certificate of Authority to transact business in this state.

Insurance Requirements

Contractor agrees to save and hold harmless and to indemnify the County of Forsyth against any and all liability, losses, claims or costs of whatever kind of nature for any occurrence or accident in connection with or in the performance of any work or service pursuant to awarded bid, whether to property or to persons. Bidding firm shall furnish certificate of coverage from an insurance carrier. The Bidding firm shall maintain, at his/her sole expense, the following minimum insurance coverage:

- 1) Commercial General Liability Insurance. The Bidding firm shall maintain occurrence version commercial general liability insurance or equivalent form with a limit not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:
 - i) **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
 - ii) **Be Primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.
- 2) Business Automobile Liability Insurance. The Bidding firm shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such

insurance shall include coverage for owned, hired and non-owned automobiles.

- i) Workers' Compensation and Employers' Liability Insurance. The Bidding Firm shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.
- ii) Other Insurance Requirements. The Bidding firm shall:
 - i. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County. Certificates of insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees are shown as additional insured with respect to the performance of services by "Bidding Firm".
 - ii. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
 - iii. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
 - iv. Maintain such insurance from the time services commence until services are completed.
 - v. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager

PROPOSAL FORM

This page must be completed and submitted with the proposal

Regardless of exceptions taken, companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the service. Cost must be in United States dollars. Proposal must reflect all costs for which the County will be responsible.

Please enter all requested pricing below:

Note: We estimate most rides to fall between 5 and 15 miles.

Service Type	Rate per Mile	Estimated Miles	Mileage Rate x Estimated Miles
Regular Hours / 8 AM-5 PM Monday - Friday		15	\$
After Hours / 5 PM-8 AM Monday - Friday		15	\$
Weekends/Holidays		15	\$
Total			\$

<i>Alternate Pricing / Minimum Charge Per Trip (If Applicable)</i>	\$
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PLEASE NOTE THE FOLLOWING:

If, after the initial thirty (30) days of performance, the Contractor has not reached an acceptable level of service or at any time during the performance of the contract the contractor shall be given thirty (30) days' notice that the contract will be terminated at the end of thirty (30) days in which event the County will be responsible only for payment of services performed through the date of termination. The value of work completed shall be the sole determination of the County in such a case.

Submission of a proposal shall indicate that the contractor is fully aware of the requirements for providing the service requested by Forsyth County and acknowledges all bids are firm and NOT subject to increase during the contract term.

PROPOSAL AUTHORIZATION AND SIGNATURE

This page must be completed and submitted with the proposal

By signing below the Proposer agrees to the following:

Proposer confirms that it meets all qualifications and specifications contained on page five, sections III & IV of this document. Failure to meet these qualifications may result in your proposal being rejected as non-responsible.

The County reserves the right to hold proposals open for a period of sixty days (60) days after due date. The Proposer agrees that in carrying out this agreement, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The Proposer certifies that the proposal is made in good faith and without collusion with any person submitting a proposal in response to this RFP or with any officer or employee of the County of Forsyth. The undersigned further agrees, in connection with the performance of this agreement, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

Date

Firm Name

Authorized Signature

Street Address (P.O. Box)

Printed Name / Title

City, State and Zip Code

Telephone Number

Email Address

The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of this contract. Bidder further certifies that:

We () are a Historically Underutilized Business (HUB) certified by State of North Carolina.

We () are a minority business enterprise.

() are not a minority business enterprise.

If yes, please identify in the appropriate box below:

() Black

() Hispanic

() Asian American including Indian Subcontinent and Pacific Islands

() Native American Indian including Eskimos and Aleuts

We () are a woman-owned business concern.

() are not a woman-owned business concern

NON-COLLUSION AFFIDAVIT

This page must be completed and submitted with the proposal

State of _____

County of _____

Project: *Forsyth County Micro-Transit for Employment and Training Program / RFP24192*

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

He is (Owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid;

1. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
2. Such Bid is genuine and is not a collusive or sham Bid;
3. Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in 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, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Forsyth, N.C. or any person interested in the proposed Contract; and
4. 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 Affidavit.

_____ Authorized Signature (SEAL)

_____ Printed Name

_____ Title

Subscribed and Sworn to Before me this _____ Day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____ (SEAL)

SAMPLE CONTRACT

STATE OF NORTH CAROLINA

AGREEMENT

FORSYTH COUNTY

THIS AGREEMENT, made and effective this ____ day of _____, 20____, by and between Forsyth County, North Carolina (the "County"), and _____ (the "Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. Services. Provider shall _____ [and perform such services as set forth in Attachments A and B, attached hereto.

The following documents, attached hereto, are incorporated herein:

Attachment A labeled _____ and

Attachment B labeled _____.]

2. Term. The services of the Provider shall begin on _____, 20____, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until _____, 20____; provided that the County shall have the right to terminate this Agreement, without cause, upon 30 days' notice in writing to the other party, or upon 7 days written notice if the Provider breaches the Agreement.

3. Compensation. As full compensation for the Provider's services, the County agrees to pay the Provider the sum of _____, payable in installments. The Provider shall bill the County monthly for services rendered during the preceding 30 days. The County shall pay all such bills within the following 15 days provided all elements of the Agreement are satisfactorily met. **[Total payments under this contract are not to exceed _____ during the fiscal year ending June 30, _____.]**

4. Independent Contractor. The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Provider shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Provider shall not be treated as an employee with

respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Provider has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Indemnification. The Provider agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider relating to this Agreement or services provided pursuant to it.

6. Insurance. The Provider shall maintain, at its sole expense, insurance coverage as required by the Forsyth County Risk Manager.

7. County Property. Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

8. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:

[Name, title]
[Mailing address]
[Email]

For the Provider:

[Name, title]
[Mailing address]
[Email]

9. Assignment. The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

10. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

11. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

12. Nonappropriation. Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

14. Modification. This Agreement may only be modified in writing and signed by both the Provider and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto or in a Purchase Order, the provisions in this Agreement shall take precedence over any provision in an attachment or in a Purchase Order.

16. Miscellaneous. The Provider shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Iran or boycotting Israel, prepared pursuant to NCGS §§ 147-86.58 or 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

PROVIDER

(SEAL)

By: _____

Printed Name: _____

Title: _____

Date: _____

