



Request for Proposals

RFP #2025-002

Town of Bermuda Run

Bermuda Run, North Carolina

Gate Operations Staffing

April 2025

Submit Contract Proposal to:

Mr. Andrew Meadwell, Town Manager

Town of Bermuda Run

120 Kinderton Boulevard, Suite 100

Bermuda Run, NC 27006

Phone: 336-998-0906

Fax: 336-998-7209

Email: [AMeadwell@townofbr.com](mailto:AMeadwell@townofbr.com)

Town of Bermuda Run

Gate Operations Staffing

April 2025

## **SECTION 1: INTRODUCTION**

The Town of Bermuda Run, hereinafter referred to as the Town, is seeking proposals from qualified Contractors to provide unarmed, uniformed gate attendants for the Town. The Town currently maintains three gate houses, located at 109 Bermuda Run Dr., 112 Bing Crosby Blvd., and 40 Orchard Park Dr. in Bermuda Run, NC 27006. This document is a Request for Proposals (RFP) for the services described below and does not obligate the Town to accept responses from eligible Contractors. The RFP establishes minimum requirements a bidder must meet in order to be eligible for consideration as well as information to be included in the Contractors' proposal response.

Carefully examine the scope of work, specifications, conditions, and limitations.

The selection of the successful Contractor will be made based on the Town's evaluation and determination of the relative ability of each Contractor to deliver quality service in a cost-effective manner.

The following specific criteria will be evaluated and must be addressed in the proposal:

1. Company History and Organization
2. Management Approach
3. Personnel Selection Process
4. Development and Retention of Personnel
5. Total Quality Management Program
6. Pricing Proposal and Invoicing
7. Training Programs
8. Computer Management System
9. Value-Added Features
10. Insurance
11. Benefits Program
12. Affidavit of Non-Collusion
13. Transition Plan
14. References

The Town is not obligated to accept the lowest bid and reserves the right to reject any and all bids or amend the scope of the project. All of the Contractors must be duly licensed to

perform work in accordance with all governing authorities and to the satisfaction of those authorities. Town and Contractor will enter a contract that incorporates the terms of this contract.

**SECTION 2: PROCUREMENT PROCESS**

**Schedule**

The following table shows the schedule of events for the conduct of this solicitation. Details for some of the events are described in subsequent sections.

DATE / TIME	EVENT
April 2, 2025,	Issuance of RFP by the Town.
April 14, 2025	Mandatory Site Visits by Contractor
April 21, 2025, by 4:30 p.m.	Deadline for respondents to submit written questions.
April 23, 2025, by 4:30 p.m.	Deadline for Town’s answers to question submissions.
April 30, 2025, by 4:30 p.m.	Proposals due from respondents.
May/June 2025,	Proposal evaluation and contract negotiation(s) begin
June 2025,	Contract Awarded by Town Council
July/August 2025,	Contract Term Start

**Questions**

Respondents shall submit all questions, in writing via email, to the Town Manager, Andrew Meadwell (bermudarun@townofbr.com).

When submitting questions, please refer to the solicitation name and number, as well as the page and section, if applicable. Question submissions are due by the date and time listed in the “Schedule” table located above. Questions submitted after the deadline do not require a response, though the Town will make reasonable efforts to provide clarification before the proposal deadline, if able. Apart from question submissions, respondents should refrain from contacting Town staff prior to the Proposal deadline.

**Responses to Questions & Addenda**

Responses to question submissions and addenda (if applicable) will be posted on the Town of Bermuda Run website in a section referencing the RFP. It is suggested that you sign up for email updates at the bottom of that section to ensure that you receive all relevant

information, as it is posted. It is the respondent's responsibility to ensure they have received, reviewed, and understand all posted addenda.

### **Proposal Submission**

Proposals must be submitted via hard copy to the contact listed below and by the date and time listed in the “schedule” table located above. Proposal content and format details are specified in the subsequent section of this solicitation. Upon receipt, all responses and supporting materials become property of the Town and are open to public record after contract award.

Proposal Submission Contact:

Andrew Meadwell, Town Manager

RE: RFP #2025-002 Gate Operations Staffing

120 Kinderton Blvd. Ste. 100

Bermuda Run, NC 27006

### **Evaluation**

Proposals will be evaluated to determine the most advantageous to the Town. Considerations include: price for services, references, performance history, and acceptance of the contract terms and all requirements in this solicitation. The Town may engage in discussions with respondents to determine in greater detail the respondent’s qualifications, learn the respondent’s proposed method of performance, and facilitate contract negotiations.

### **SECTION 3: GENERAL CONDITIONS**

Contractors are required to submit their proposals upon the following express conditions:

- A. The Contractor shall be required to perform a site inspection prior to the submission of their proposal to properly assess the needs of the community and may offer suggestions to enhance the security of the community. These suggestions may or may not become part of the final contract between the successful bidder and the Town. The Contractor shall make all investigations necessary to thoroughly inform themselves regarding the facilities for delivery of material and equipment as required by this RFP. No plea of ignorance, by the Contractor, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations, or failure to fulfil in every detail the requirements of the contract documents shall be accepted as a basis for varying the requirements of the Town or the compensation to the Contractor.

- B. The Contractor chosen shall be responsible for all the work to be done in a safe and responsible manner (OSHA standards), the conduct and workmanship of all workers, which includes sub-contractors, if any. The Contractor shall also be responsible for any damage caused by the employees to Town-owned property which are or are not directly part of the SOW for this project. The Town reserves the right to approve any sub-contractor used by the Contractor.
- C. The Town reserves the right to waive all informalities and to reject any and all proposals.

#### **SECTION 4: TOWN OF BERMUDA RUN BACKGROUND**

The Town of Bermuda Run was incorporated in 1999 and Kinderton Village was annexed into the Town in 2012. Today, the town includes numerous residential developments (Bermuda Run East, Bermuda Village, Bermuda Run West, and Kinderton Village), a thriving business community, Davie Medical Center, diverse shopping and restaurant options, walking trails, and more. The gated portions of the Town, Bermuda Run East and Bermuda Run West, consist of 800+ homes, two championship golf courses, a 55+ neighborhood, and an independent and assisted living community.

#### **SECTION 5: SUBMISSION OF PROPOSALS**

- A. Proposals shall consist of five (5) hard copies and be enclosed in double-sealed envelopes addressed to the Town of Bermuda Run at 120 Kinderton Blvd. Suite 100 Bermuda Run, NC 27006. The name and address of the Contractor shall be placed on the outside of the envelope.
- B. Only proposals received as of the submission date and time shall be considered. Proposals received after the time set for the bid opening shall be rejected and disqualified as late.

#### **SECTION 6: CONTRACT TERM**

The term of this proposal shall be for a three (3) year period (July 1, 2025 to June 30, 2028) unless terminated by either party with thirty (30) days written notice.

## **SECTION 7: AWARD OF CONTRACT**

- A. The contract shall be awarded to the most responsive, responsible Contractor, whose bid, conforming to the Request for Proposals, is most advantageous to the Town at its sole discretion.
- B. The successful Contractor shall be notified in writing of the award in advance of the contract beginning, with at least forty-five (45) days advance notice.

## **SECTION 8: TERMINATION OF CONTRACT**

- A. The Town may, by 30 days written notice to the Contractor, terminate the Contract for cause without cost, if the Contractor has been found to have failed to perform services in a manner satisfactory to the Town as per the Scope of Work (SOW). Notice will be delivered by email notification and certified mail. The date of termination shall be stated in the notice. The Town reserves the right to recover any payments made for services that were not performed satisfactorily or in accordance with the contract terms.
- B. The Town may cancel the Contract upon 60 days written notice for reasons other than cause without cost. The Contractor shall be paid for all approved services provided up to the day of termination.
- C. The Contractor may terminate the Contract upon 60 days written notice to the Town. Notice will be delivered by email notification and certified mail. The date of the termination shall be stated in the notice.

## **SECTION 9: HOLD HARMLESS AGREEMENT**

The awarded Contractor agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason or as a result of the product or services supplies or as a result of the negligence of the Contractor, their employees, agents, or assignees.

## **SECTION 10: INSURANCE AND LICENSE REQUIREMENTS**

The Contractor shall not commence work under this contract until they have obtained all insurance required under this Section. The Contractor shall not allow any subcontractor to

commence work on subcontract until all similar insurance and licenses required of the subcontractor has been so obtained and submitted to the Town for approval. The Town is to be listed as ADDITIONALLY INSURED on insurance policies.

Certificates of insurances and Licenses shall be provided to the Town and approved by the Town.

- A. All gate attendants provided by the Contractor shall have a criminal background check, be drug tested, be eligible to legally, and possess a valid driver's license as required by the State of North Carolina and other local governing jurisdictions before being placed in a position at the Town's sites.
- B. Workers' Compensation Insurance and Employer's Liability Insurance: During the life of this contract, the Contractor shall take out and maintain the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the sub-contractor similarly to provide statutory Workers' Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor shall have employees located in the performance of this contract, and the Contractor shall require each sub-contractor similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation – Required Limits:

Coverage A – Coverage shall include Statutory requirements

Coverage B – Employers Liability, \$500,000 each person

\$500,000 each person by Disease

\$500,000 Policy Limit – Disease

- C. General Liability Insurance: During the life of this contract, the Contractor shall maintain Commercial General Liability Insurance, naming and protecting the Contractor and the Town against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either party. General Liability Policy must list the Town as ADDITIONAL INSURED.

The insurance requirements are Commercial General Liability with limits of:

Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

\$5,000,000 Umbrella

- D. Commercial Vehicle Liability Insurance: During the life of the contract, the Contractor shall take out and maintain during the life of the contract such Insurance as shall protect the Contractor and the Town against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned vehicles used by or for the Contractor in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such.

Commercial Vehicle Liability Insurance shall be as follows:

Bodily Injury and Property Damage - \$1,000,000 Combined Single Limit

#### **SECTION 11: FORCE MAJURE**

The Contractor shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of the Contractor, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but shall not be excused for failure or delay resulting from only general economic conditions or other general market effects. Force Majure events include acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, explosions, war, acts of terrorism, epidemics, acts of government authorities such as expropriation, condemnation, and changes in laws and regulations, strikes and labor disputes. The Town shall not be responsible to make any payment to the Contractor during any time period that the Contractor is excused from performance under this Section 10.

#### **SECTION 12: REFERENCES**

The Contractor shall provide the Town a list of three (3) current references. For your convenience, a reference list sheet has been provided at the end of this RFP.



### **SECTION 13: AFFIDAVIT OF NON-COLLUSION**

The Contractor shall provide the Town a notarized affidavit stating:

- A. An authorized officer or employee of the proposing corporation having authority to sign on its behalf
- B. The attached proposal has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other supplier of materials, supplies, equipment, or service described in the RFP, designed to limit independent bidder or competition.
- C. The contents of the proposal or proposals have not been communicated by the Contractor or its employees or agents to any person not an employee or agent of the bidder or the Town, and will not be communicated to any such person prior to the official opening of the proposals.
- D. I have fully informed myself regarding the accuracy of the statement made in this affidavit.

For your convenience, an affidavit template is provided below.

### **SECTION 14: INSTRUCTIONS TO BIDDERS**

The Contractor is to address the following subjects in the Bid Proposal submitted:

- A. Company History and Organization – Provide a brief company history, mission statement, and organizational summary. Explain ownership (private or public) and include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of the requirements of the contract.
- B. Management Approach – Describe in detail how your firm will be organized to manage the requirements of the contract. Indicate by position or title the person who will have the overall responsibility for the Town’s account. Indicate the support staff available to this project manager by function. Bidder must supply an Organizational Chart depicting this structure of the local servicing office and regional support.
- C. Personnel Selection Process – Describe how recruitment and selection gate attendants is accomplished. All personnel and supervision provided under this RFP must be thoroughly trained, experienced, and qualified to perform the work to which they are assigned. The Contractor shall have a documented employment process which shall include application, interview, drug testing, and background check. A

written description of the Contractor's employment process and qualifications is to be included in the response.

- D. Development and Retention of Personnel – Describe your company's planning and development of attendants, supervisors, and managers. Additionally, describe methods and initiatives designed to promote employee retention.
- E. Total Quality Management Program – Outline administrative controls, plans, and processes to monitor and assure contract compliance of gate operation services. Include methods of quality control, contract administration, audits, management inspection programs, conduct and job performance standards, correction action planning, and follow-up reporting.
- F. Pricing Proposal and Invoicing – Provide billing rates for each of the following: Gate Attendant and Supervisor. Include overtime policies, holiday policies, and other applicable rates. Propose invoicing frequency (monthly preferred), procedures, and applicable discounts. Standard billing rates apply to hours billed for gate attendants and supervisors unless explicitly approved by the Town including but not limited to scheduling and availability. Explain how the discounts will be applied for different payment terms.
- G. Budget – Provide a comprehensive budget or costs to provide all services specified in this SOW. The budget shall include, but not be limited to:
  - 1. Identify standard and premium/holiday rates including employee benefit costs for each position to the Town by the Contractor.
  - 2. The Contractor shall provide a monthly and total annual pricing
- H. The Contractor shall indicate the type and use of any equipment by gate operations personnel, including, but not limited to, radios, cameras, flashlights, or any other equipment deemed necessary to provide services to the Town. The Contractor shall indicate how this equipment will be provided and maintained. All costs for this equipment shall be at the Contractor's expense.
- I. Training Program – Describe the training programs to support this contract. Include the Supervisory Development Training (Describe the program that your company utilizes that leads to a professional credential for Supervisors.) Include the name, contact information (including email address), and qualifications of the local or regional trainer(s) who will conduct training required by the Town and the manner in which the Contractor documents training, paper records, online communication, and operational procedures.
- J. Computer Management System – Describe productivity and technology applications used to enhance and improve business processes, integration of scheduling, payroll, and billing systems, or other benefits or computerization. Summarize how such systems will benefit the Town.

- K. Value-Added Features – Indicate features or programs not covered elsewhere in the response which are offered to enhance your firm’s ability to effectively manage this project.
- L. Insurance – The successful bidder shall carry and maintain, with respect to any work or service to be performed at the Town’s facilities as detailed in Section 10: Insurance and License Requirements. Include a Certificate of Insurance including limits with the response. All policies and certificates shall provide for thirty (30) days notification to the Town in the event of cancellation, reduction in limits, or changes in coverage.
- M. Transition Plan – Submit a projected Transition Plan for implementation if awarded the contract to include tasks and time frames. Include a list of all individuals assigned to your transition team with current contact information, telephone numbers, and email addresses.
- N. References – Provide at least three (3) client references whose facilities are comparable in size, profile, and gate management service hours to the Town. Include contact name, address, contact person, and contact number. For your convenience, a reference sheet is provided below.
- O. Retention Rates – Provide retention rates for the current customer base.

**SECTION 15: SCOPE OF WORK**

- A. The Contractor shall provide unarmed, uniformed gate management services in and around The Town’s properties on a 24 hour-a-day, 7 day-a-week basis, or as otherwise indicated per site specifications. Contract gate operations personnel will provide a variety of services, implementing the Town’s security objectives according to policies and procedures which may include, but are not limited to the following general tasks: entry and egress access control, visitor and resident identification verification, ID scanning and collection and incident and daily operating reports.
- B. The Contractor shall provide the appropriate and necessary management and supervision for all employees and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with the Contractor’s rules and regulations, as well as any other policy established by the contracting parties.
- C. The Contractor shall develop a comprehensive set of Post Orders documenting both general procedures, as well as a site-specific responsibility. Post Order shall be prepared prior to the commencement of the contract and must be reviewed and approved by the Town Manager and the Town’s Gate Operations Committee within thirty (30) days from commencement of the Contractor’s services to the Town, then

reviewed every ninety (90) days afterwards by the Town. An example of Post Orders with minimum requirements can be found in Appendix A. As a part of these Post Orders, the Contractor should create a standard protocol for interacting with and processing visitors to ensure smooth and pleasant interactions.

- D. The Contractor shall create and maintain a set of protocols for dealing with emergency situations which may occur at or around the gate houses.
- E. All gate attendants and supervisors will be required to read and verify that they understand the Post Orders and at minimum, shall be tested by the Contractor during the On-The-Job Training (OJT) period, annually, or as needed during site inspections. OJT shall be specified by the Contractor.
- F. The Contractor shall ensure hiring, training, and administration of motivated and professional employees that meet or exceed both the Contractor's and the Town's standards.
- G. The Contractor is responsible for the daily personal appearance of gate operations personnel.
- H. The Contractor is responsible for all security guards being able to fluently speak, read, write, and understand English.
- I. The Contractor shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support the continuous performance of contract requirements.
- J. Gate attendants and supervisors are prohibited from carrying weapons of any kinds including but not limited to: firearms, nightsticks, martial arts weapons or equipment or batons.
- K. The Contractor shall agree to remove from the site, whenever required to do so by the Town, any employee considered by the Town to be unsatisfactory or undesirable to the Town, within the limits of any applicable laws.
- L. The Contractor shall administer and retain timesheet, all hourly reporting, and billing relative to the length of this contract.
- M. The Contractor shall respond as necessary to accommodate additional duty hours as may be requested by the Town.
- N. The Contractor will be responsible for providing properly trained backup support for illness, holidays, or other absences. When backup support is required, the Contractor shall provide it within two (2) hours of notice of an absence.
- O. The Contractor shall also create a procedure by which the Town is notified of any absences and potential disruptions to gate operations, whether from staffing absences or otherwise.

## **SECTION 16: SITE-SPECIFIC SCOPE OF WORK**

- A. The Contractor shall provide a sufficient number of gate attendants to provide 24 hour, 7 days access control of the three gate houses, as described in Section 1. Access control will include that use of a computerized access control system, as provided by the Town. All of the Contractor's employees shall be trained by the personnel designated by the Town of Bermuda Run and shall become proficient in the use of the computerized access control system. The Town currently uses FRONTSTEPS dwellingLIVE for this service and will not migrate systems as a result of this RFP.
- B. The Contractor shall specify the number of personnel to be provided, by position type. The contractor shall indicate how supervisory oversight will be provided, how many hours per day and week an on-site supervisor will be available, and shall provide a 24-hour telephone contact for the Town Manager to use when appropriate. The Contractor shall also maintain a contact number for residents to report issues to gate attendants and supervisory staff.

## **APPENDIX A: EXAMPLE POST ORDERS**

### **General Duties**

1. **Greet Visitors and Residents:**
    - a. Welcome residents and visitors in a professional and courteous manner.
    - b. Verify the identity of residents, guests, or service personnel before granting entry.
    - c. Ensure that all vehicles entering the community are authorized.
  2. **Access Control:**
    - a. Maintain an accurate log of all vehicles entering and leaving the premises.
    - b. Verify resident and guest access codes, or call residents for verification if needed.
    - c. Deny entry to unauthorized vehicles and individuals.
    - d. Ensure contractors, service vehicles, and delivery personnel are properly signed in and follow required procedures.
  3. **Monitor Surveillance:**
    - a. Report any suspicious activity to the appropriate authorities (security supervisor, local police).
  4. **Traffic Control:**
    - a. Direct vehicles to ensure smooth traffic flow at the entrance.
    - b. If necessary, manage any traffic congestion or delays during peak times.
  5. **Communications:**
    - a. Maintain communication when necessary with Town staff and management.
    - b. Use the two-way radio or communication devices as necessary to report any issues, incidents, or emergencies.
  6. **Emergency Response:**
    - a. In case of emergency, notify the security supervisor and local emergency services immediately.
    - b. Follow evacuation or emergency procedures as outlined in the emergency protocols.
  7. **Security Inspections:**
    - a. Conduct regular checks of the gate, surrounding fences, and other security features of the entrance.
    - b. Ensure all security systems (such as gates, alarms, etc.) are functioning properly. Report any malfunctions immediately.
  8. **Resident Identification:**
    - a. Ensure all residents and visitors are using valid access methods, whether it be a resident gate sticker, pass, or access code.
    - b. Offer assistance to residents who may need help with the access system.
-

## Specific Procedures for Visitors

1. **Verification:**
    - a. Ask for the visitor's name and the resident they are visiting.
    - b. Call the resident to verify the visitor's information, if needed.
    - c. Ensure the resident is aware of their guest's arrival.
  2. **Visitor Documentation:**
    - a. Scan visitor ID to log their visit in the online gate management system
  3. **Delivery & Service Personnel:**
    - a. Check identification and confirm the legitimacy of deliveries and services.
    - b. Ensure that delivery drivers follow proper procedures and have clear instructions on where to go within the community.
    - c. Direct service personnel to designated areas or notify the resident for instructions.
    - d. Allow access for emergency services and law enforcement personnel when necessary
- 

## Reporting Procedures

1. **Incident Reporting:**
    - a. In case of any incidents (e.g., accidents, altercations, property damage), make detailed reports and notify the supervisor immediately.
    - b. Record all unusual or suspicious activities in the logbook.
  2. **Shift Change Reporting:**
    - a. At the end of your shift, provide a detailed report of the day's activities to the incoming gate attendant or security supervisor.
    - b. Include any notable events, issues, or ongoing situations that need attention.
- 

## Behavioral Expectations

1. **Professional Conduct:**
  - a. Always be courteous, respectful, and professional with residents, guests, and vendors.
  - b. Avoid engaging in arguments or conflicts.
  - c. Maintain a calm and collected demeanor, even in stressful situations.
2. **Dress Code:**
  - a. Wear the uniform provided by the security company or residential community, ensuring it is clean and presentable.
  - b. Always wear the required name tag or identification badge.

**PRICE PROPOSAL**

**RFP# 2025-002 Gate Operations Staffing Services**

Proposals must be a firm offer and remain valid for a minimum period of 90 days. In submitting a proposal, vendor attests to have carefully examined the solicitation and agrees to all requirements for performance on the resulting contract, and hereby proposes to furnish all supplies, equipment, and labor to provide the services within and for the fees listed below:

<b>Service Area</b>	<b>Monthly Cost</b>	<b>Yearly Cost</b>
<b>24/7 Staffing of 3 Gate Houses</b>	\$ _____/month	\$ _____/year
<b>Supervision of Gate House Staff</b>	\$ _____/month	\$ _____/year
<b>Total Annual Cost of Contract: \$ _____</b>		

Vendor Name:

\_\_\_\_\_

License No.: \_\_\_\_\_



**CUSTOMER REFERENCES**  
**RFP# 2025-002 Gate Operations Management Services**

Please provide a minimum of three (3) references in which your company has provided the same or similar services as defined in this solicitation within the past three years.

Agency/Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Date Service Provided: \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Date Service Provided: \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Date Service Provided: \_\_\_\_\_

EXHIBIT

STATE OF NORTH CAROLINA )

)

COUNTY OF DAVIE )

)

AFFIDAVIT OF CONTRACTOR'S  
COMPLIANCE WITH E-VERIFY

I, \_\_\_\_\_(the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor 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. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through EVerify in accordance with NCGS §64-26(a).

3. Contractor 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 \_\_\_\_\_

b. NO \_\_\_\_\_

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

Dated: \_\_\_\_\_

Signature of Affiant: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In addition, no parent entity owning more than 20% nor any majority-owned subunit or subsidiary of the vendor or bidder listed above is listed on the said Final Divestment List.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed

Name Title

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times: ●When a bid is submitted

●When a contract is entered into (if the certification was not already made when the vendor made its bid)

● When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's 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 will be updated every 180 days.

**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
Town of Bermuda Run

\_\_\_\_\_ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Wilson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and 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.

SEAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_