

# **REQUEST FOR PROPOSALS**

## **STATE LOBBYING SERVICES**

**RFP No. ADMIN-11082024**



**COUNTY OF HARNETT,  
NORTH CAROLINA**

**October 15, 2024**

**REQUEST FOR PROPOSALS**  
**RFP No. ADMIN-11082024**  
**State Lobbying Services**

October 15, 2024

Dear Sir or Madam:

The County of Harnett, North Carolina, is now accepting Proposals for State Lobbying Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **October 25, 2024 at 2:00 p.m.**, at the Resource Center Library, County Manager's Conference Room, Lillington, North Carolina 27546. Please bring a copy of the RFP with you at that time.

All Proposals are due to Harnett County Resource Center and Library, Attn: Renea Warren-Ford, 455 McKinney Parkway, Lillington, NC 27546 no later than **November 8, 2024 at 2:00 p.m.** Proposals must be sent via **UPS, FedEx** or delivered in person.

One (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus six (5) copies of your Proposal must be submitted in a sealed box or envelope plainly marked with the Proposal number and service description as follows:

**ADMIN-11082024**

**Attn: Renea Warren-Ford**  
**[Name of Company Submitting Proposal]**  
**State Lobbying Services**  
**RFP No. ADMIN-11082024**

RFP questions must be directed to [purchasing.support@harnett.org](mailto:purchasing.support@harnett.org) per the enclosed instructions in Section 2.2. The County is an equal opportunity purchaser.

Sincerely,

Renea Warren-Ford  
Purchasing Specialist

cc: Brent Trout,  
County Manager

**Checklist for submitting a Proposal:**

**Step 1-Read the document fully.**

**Step 2-If you have any questions send them before the deadline listed in Section 2.3.**

**If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.**

**Proposal Copies** - Please provide the specified number for each form

- 1 Copy marked "Original"
- 5 Copies marked "Copy"

**Proposal Format** - Proposals should be formatted as follows:

- Cover Letter per **Section 4.1.1**
- Proposed Solution per **Section 4.1.2**
- Section 6, Form 1, Addenda Receipt Confirmation**
- Section 6, Form 2, Proposal Submission**
- Section 6, Form 3, Pricing Worksheet**
- Section 6, Form 4, Company Background and Experience**
- Section 6, Form 5, References**
- Exceptions to any part of the RFP (If you take any exceptions to anything in this document list it in a category in your Proposal called "Exceptions" and offer an alternative solution).

**The above items constitute all that must be included in the Proposal.** If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 27.

**It is the Company's responsibility to check [www.harnett.org](http://www.harnett.org) for any addenda or changes to this Project. Search for Bidding Opportunities under Finance to find if any documents or changes have been posted.**

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# Section 1

## Introduction and General Information

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### 1. INTRODUCTION.

#### 1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the County to determine which Company and Proposed Solution will best meet the County's needs for State Lobbying Services as described in Section 3.

#### 1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the County of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the County and all other governmental units, boards, committees or municipalities for which the County processes data or performs services.
<i>County Project Manager:</i>	Refers to a specified County employee representing the County's best interests in this Project.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the County to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the County and Company for all or part of the Services.
<i>County:</i>	Refers to the County of Harnett, North Carolina.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the County in connection with the Contract.
<i>Department:</i>	Refers to a department within the County of Harnett.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the County by the Company or its subcontractors, including without limitation all end user

# Section 1

## Introduction and General Information

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manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.

*Evaluation Committee:* Refers to a County appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the County.

*Minority Business Enterprise/MBE:*

Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.

*Project:* Refers to the County's need for a service provider to provide State Lobbying Services for the County.

*Proposal:* Refers to the proposal submitted by a Company for the Services as outlined in this RFP.

*Services:* Refers to the State Lobbying Services as requested in this RFP.

*Specifications and Requirements:* Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

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## Introduction and General Information

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*Trade Secrets:* Information of the County or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

*Women Business Enterprise (WBE):* Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female;

*Work Product:* Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

### **1.3. Accuracy of RFP and Related Documents.**

Each Company must independently evaluate all information provided by the County. The County makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the County will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the County. Companies may not rely on any oral statement by the County or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the County of such potential discrepancy in writing. The County may issue a written addendum if the County determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the County's designated representative as directed in RFP Section 2.

### **1.4. County's Rights and Options.**

The County reserves the right, at the County's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the County, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 1.4.2. To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 1.4.3. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.4. To waive any defect or irregularity in any Proposal received;

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## Introduction and General Information

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- 1.4.5. To reject any or all Proposals;
- 1.4.6. To share the Proposals with County employees and contractors in addition to the Evaluation Committee as deemed necessary by the County;
- 1.4.7. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the County to be in the best interest of the County, which may be done with or without re-solicitation;
- 1.4.8. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 1.4.9. To terminate discussions and negotiations with any Company at any time and for any reason.

### **1.5. Expense of Submittal Preparation.**

The County accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

### **1.6. Proposal Conditions.**

The following terms are applicable to this RFP and the Company's Proposal.

#### 1.6.1. RFP Not An Offer.

This RFP does not constitute an offer by the County. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the County unless the County and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

#### 1.6.2. Trade Secrets and Personal Identification Information

##### Definition.

Upon receipt at the Finance Office, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

##### Instructions for Marking and Identifying Trade Secrets.

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section 1.6.2 by clearly separating them from the rest of the Proposal. For hard copy documents, it must be submitted in a separate, sealed envelope, marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." In hard copy format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.



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### Availability of Proposals to County Staff and Contractors.

By submitting a Proposal, each Company agrees that the County may reveal any Trade Secret materials and PII contained therein to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the County to assist in the evaluation process.

### Availability of Proposals via Public Records Requests.

Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals **may not** be marked as Trade Secret
- Pricing **may not** be marked as Trade Secret

The County may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

#### 1.6.3. Amendments to RFP.

If the County amends this RFP, addenda will be posted to the Harnett County website [www.harnett.org](http://www.harnett.org) and the County's [Bidding Opportunities section](#). Companies are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 1) with their Proposals.

#### 1.6.4. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Company. The County reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the County. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the County's election.

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### Introduction and General Information

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- 1.6.5. Proposal Binding for 180 Days.  
Section 6, Form 2 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The County shall have the option to accept subject to exception by Contract.
- 1.6.6 It is the policy of Harnett County that Minority and Women Owned Businesses and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Harnett County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.
- 1.6.6. Equal Opportunity.  
The County has an equal opportunity purchasing policy. The County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.7. Use of County's Name.  
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the County in any manner absent the prior written consent of the County.
- 1.6.8. Withdrawal for Modification of Proposals.  
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the County prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**"

## Section 1

### **Introduction and General Information**

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No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

- 1.6.9. No Bribery.  
In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the County in connection with the Contract.
- 1.6.10. Exceptions to the RFP.  
Other than exceptions that are stated in compliance with this Section and Section 3.7, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An “exception” is defined as the Company’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as in Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company’s solution, must be described in detail.
- 1.6.11. Fair Trade Certifications.  
By submitting a Proposal, the Company certifies that:
- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
  - Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
  - No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 1.6.12. Companies’ Obligation to Fully Inform Themselves.  
Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company’s own risk.

## Section 2

### Procurement Process

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#### 2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

##### 2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
October 15, 2024	<i>Issuance of RFP.</i> The County issues this RFP.
October 21, 2024	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.3 by 9:00 a.m.
October 25, 2024	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 2.3 at 2:00 p.m.
November 8, 2024	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. at the Finance Department, Resource Center and Library.
November 11 – November 15, 2024	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
December 2, 2024	<i>Contract Award.</i>
January 1, 2025	<i>Services commence.</i> Company begins providing the Services.

##### 2.2. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Purchasing Specialist at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Companies should refrain from contacting County staff prior to the Proposal deadline. **The County is not bound by any statements, representations or clarifications**

## Section 2

# Procurement Process

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**regarding this RFP other than those provided in writing by the Purchasing Specialist.**

Renea Warren-Ford

Purchasing Specialist

County of Harnett

[purchasing.support@harnett.org](mailto:purchasing.support@harnett.org)

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted either before or at the Pre-Proposal Conference at **2:00 P.M. p.m. on October 25, 2024.**

In the case of questions not submitted by the deadline, the Purchasing Specialist will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal deadline. When responding to Company questions or issuing addenda to the RFP, the County will post the answer or information to the Internet at [www.harnett.org](http://www.harnett.org) and the County's **Bidding Opportunities** section referencing solicitation No. **ADMIN-11082024** Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 1).

### **2.3. Pre-Proposal Conference.**

A Non-Mandatory Pre-Proposal Conference will be conducted on **October 25, 2024 at 2:00 p.m.** The meeting will be held at the Resource Center and Library, 455 McKinney Parkway, Lillington, North Carolina 27546, County Manager's Conference Room.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Renea Warren-Ford in advance of the conference date and time identifying the special accommodations required.

### **2.4. Submission of Proposals.**

Proposals must be in the format specified in Section 4 of this RFP. One (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus six (6) copies shall be submitted to the address listed in Section 2.3 above by **November 8, 2024 on or before but no later than 2:00 p.m.** The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the County. **Proposals sent by email will not be accepted.**

## Section 2

# Procurement Process

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Do not arrive at the County Manager's office on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals **will not** be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

**2.5. Correction of Errors.**

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the County reserves the right to waive such errors in its sole discretion. The County, however, has no obligation under any circumstances to waive such errors.

**2.6. Evaluation.**

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the County.

The County may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the County and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the County deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the County may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

**2.7. Contract Award by Board.**

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Board for final approval of award and the Purchasing Specialist will provide Contract documents to the Company. In the event the Board approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

**2.8. Vendor Inclusion.**

The County's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the County's vendor registration system prior to submitting a Proposal, in order to execute a contract with the County and receive payment from the County, all Companies must register with the County's vendor registration system.

## Section 3

### Procurement Process

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#### 3. SCOPE OF STATE LOBBYING SERVICES.

The County of Harnett requires a Company to lobby the North Carolina General Assembly on its behalf. The County is searching for a company to perform these Services for the 2025 regular session. The County will evaluate the work of the Company and make a determination as to whether to extend the engagement into future regular sessions. The Company shall work under the direction of the County Manager.

The Company will actively and continuously lobby the General Assembly to assist the County in several key areas including, but not limited to, the following:

- Aviation;
- Economic development;
- Environmental quality;
- Highways and Streets;
- Planning and land use;
- Public safety;
- Public transportation;
- Stormwater;
- Tax policies;
- Telecommunications;
- Water and Sewer; and
- Other Board Priorities

The Company shall also:

- Maintain liaison with the leadership of the General Assembly;
- Maintain liaison with the County's State delegation;
- Maintain liaison with Departmental staff;
- Counsel Board of Commissioners, County Manager and County Manager's Executive Team regarding the development and improvement of relationships with the leadership of the General Assembly and State Delegation;
- Review state executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations, and other developments for the purpose of advising the County of issues that may have a bearing on the County's policies and programs;
- Confer with the Board of Commissioners, County Manager and County Manager's Executive Team on preparation and implementation of legislative agendas; and
- Work with the County through the County Manager.

## Section 4

# Proposal Content and Format

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#### 4. PROPOSAL CONTENT AND FORMAT.

The County desires all Proposals to be identical in format in order to facilitate comparison. While the County's format may represent departure from the Company's preference, the County requires strict adherence to the format. The Proposal will be in the format described below:

- A. Cover letter;
- B. Proposed Solution;
- C. The "Addenda Receipt Confirmation" set forth in Section 6, Form 1;
- D. The "Proposal Submission" set forth in Section 6, Form 2;
- E. The "Pricing Worksheet" set forth in Section 6, Form 3;
- F. The "Background and Experience" form set forth in Section 6, Form 4; and
- G. The "References" set forth in Section 6, Form 5;
- H. Exceptions to the Remainder of the RFP, including the Sample Contract in Exhibit A.

The County encourages Proposals to be compatible with the County's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;

**Companies are required to organize the information requested in this RFP in accordance with the format and instructions outlined above and detailed below. Failure to do so may result in the County, at its sole discretion, deeming the Proposal non-responsive. The Company, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.**

#### 4.1. Proposal Content.

##### 4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the County. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.



## Section 4

### **Proposal Content and Format**

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4.1.2. Proposed Solution.  
Given the purpose of this project and the County's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

4.1.3. Required Forms.  
To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms listed in this Section 4, items numbered C through H.

4.1.4. Exceptions to the RFP.  
Exceptions must be submitted in accordance with Section 1.6.10 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample County Contract prior to signature, reviews must be completed before your Proposal is submitted.

The County intends to enter into a County-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the County's evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the County reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the County reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the County's best interest to do so.

## **Section 5**

### **Evaluation Criteria**

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#### **5. PROPOSAL EVALUATION CRITERIA.**

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the County based on, but not limited to, the criteria below. The County reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- a. Qualifications and Experience;
- b. Project Approach and Proposed Solution;
- c. Cost Effectiveness and Value;
- d. Acceptance of the Terms of the Contract

##### **5.1. Qualifications and Experience**

Companies will be evaluated on the background and experience information provided in Section 6, Form 4.

##### **5.2. Project Approach / Proposed Solution.**

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the County's, and the feasibility of the Company's approach for the provision of the Services.

##### **5.3. Cost Effectiveness and Value.**

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Contract.

##### **5.4. Acceptance of the Terms of the Contract.**

The County will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.6.12 and 4.1.4 of this RFP.

**Section 6**  
**Required Forms**

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**REQUIRED FORM NO. 1- ADDENDA RECEIPT CONFIRMATION**

**RFP NO. ADMIN-11082024**

**State Lobbying Services**

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted at website at [www.harnett.org](http://www.harnett.org) under [Bidding Opportunities](#).

<b>ADDENDUM #:</b>	<b>DATE ADDENDUM DOWNLOADED FROM NC EVP:</b>
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal complies with the Specifications and conditions issued by the County except as clearly marked in the attached copy.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**Section 6**  
**Required Forms**

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**REQUIRED FORM 2 - PROPOSAL SUBMISSION FORM**

**RFP No. ADMIN-11082024**

**State Lobbying Services**

This Proposal is submitted by:

Company Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

(Area Code) Telephone Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the County, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the County all information and documentation that may be requested by the County from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the County to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the County a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

**Section 6**  
**Required Forms**

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6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.
7. It is understood by the Company that the County reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the County, to waive formalities, technicalities, to recover and resolicit this RFP.
8. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as included herein as Exhibit A. As such, I have elected to do the following:

Include exceptions to the Sample Contract in the following section of my Proposal: \_\_\_\_\_

Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information (“PII”) as detailed in Section 1.6.2. I understand that the County is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the of the Proposal are marked as Trade Secret or PII: \_\_\_\_\_

No portion of the Proposal is marked as Trade Secret or PII.

**Representative (signed):** \_\_\_\_\_

**Section 6**  
**Required Forms**

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**REQUIRED FORM 3 - PRICING WORKSHEET**

**RFP No. ADMIN-11082024**

**State Lobbying Services**

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 Project. Cost must be in United States dollars. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the County will be responsible.**

For purposes of this RFP, assume an initial term of two (2) years, with the County having an option to renew for two (2) additional consecutive one (1) year terms thereafter.

Companies shall indicate below their monthly pricing for the Services described in Section 3. Pricing shall include all costs associated with the Services except expenses as described in Exhibit A, Section 4.2:

<b>Monthly Service Fee</b>	<b>\$_____ /month</b>
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Companies shall indicate below their anticipated lobbying registration fee required to be paid if awarded the Contract:

<b>Lobbying Registration Fee</b>	<b>\$_____</b>
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**REQUIRED FORM 4 – COMPANY’S BACKGROUND RESPONSE**

**RFP No. ADMIN-11082024**

**State Lobbying Services**

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 3?	
How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to County (e.g., similar in size, complexity, location, type of organization) to whom you are providing Lobbying Services. Describe your experience lobbying on behalf of local government issues. In particular, describe any experience lobbying for local governments in areas of transportation, water and sewer, and tax policies.	
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Lobbying Services.	
Provide an overview and history of your company.	
Provide a management organization chart of your company’s overall organization, including director and officer positions and names and the reporting structure.	
Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company’s team for providing the Services. How many lobbyists will be assigned to the County?	
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	

**Section 6**  
**REQUIRED FORMS**

<p>Indicate whether your firm is woman-owned, minority owned or a small business. If your company has any related certifications, please indicate here.</p>	
<p>Describe your firm's experience lobbying and/or employment with the NC General Assembly, particularly with the House and Senate leadership.</p>	
<p>Describe your working relationships with members of both political parties.</p>	
<p>Please describe any relationships with members of the Harnett County State Delegation.</p>	
<p>Describe any legislation that other of your clients are seeking that potentially conflict with County interests.</p>	



**REQUIRED FORM 5 –  
REFERENCES RFP No. ADMIN-  
11082024**

**State Lobbying Services**

Companies shall complete the form below. The County’s preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company’s performance are adequate.

<b>Reference 1</b>	
Company Name	
Contact Name	
Phone Number	
Email Address	
<b>Reference 2</b>	
Company Name	
Contact Name	
Phone Number	
Email Address	
<b>Reference 3</b>	
Company Name	
Contact Name	
Phone Number	
Email Address	
<b>Reference 4</b>	
Company Name	
Contact Name	
Phone Number	
Email Address	
<b>Reference 5</b>	
Company Name	
Contact Name	
Phone Number	
Email Address	

**2025, by and between the  
COUNTY OF HARNETT, a  
political subdivision of the State of  
North Carolina, (hereinafter  
referred to as "COUNTY") and  
[NAME OF BUSINESS ENTITY –  
ensure matches Secretary of State  
database] (hereinafter referred to as  
"CONTRACTOR").**

**1. SERVICES TO BE PROVIDED AND AGREED CHARGES**

COUNTY hereby engages CONTRACTOR to provide [fill in a broad description of services to be provided by Contractor and include quote/statement of work to attach to contract] in accordance with the attached Addenda and pursuant to all Federal, State, and Local laws and regulations. CONTRACTOR and COUNTY will sign an Addendum to this Agreement upon the parties agreeing to a particular service to be provided. The Addendum will specify the services to be rendered, the compensation to be paid, and other pertinent information. COUNTY hereby agrees to pay for Services as set in the Addenda to this Contract and pursuant to Paragraph 4 of this Contract.

**2. TERM OF CONTRACT**

The term of this Contract for services and supplies is from beginning July 1, 2022 and through June 30, 2023.

**3. NON-APPROPRIATION**

CONTRACTOR acknowledges that COUNTY is a governmental entity and the validity of this Contract is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of County's obligations under this Contract, then this Contract shall automatically expire without penalty to COUNTY 30 days after written notice to the CONTRACTOR of the non-appropriation of public funds.

**4. PAYMENT TO CONTRACTOR**

CONTRACTOR shall receive from COUNTY a sum not to exceed invoice as full compensation for the provision of services. COUNTY agrees to pay at the rates specified for services, satisfactorily performed, in accordance with this Contract and any Addenda. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY upon completion of services performed. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

**5. DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the CONTRACTOR shall be submitted in writing to the COUNTY for decision in accordance with Notice requirements outlined in Paragraph 22. A claim by the COUNTY shall be submitted in writing to the CONTRACTOR for decision in accordance with the Notice requirements outlined in Paragraph 22. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such

dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### 6. DEFAULT

The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

### 7. REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

### 8. INDEPENDENT CONTRACTOR

COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR'S duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all Federal, State and Local taxes as well as business license fees arising out of CONTRACTOR'S activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

### 9. INDEMNITY

To the fullest extent permitted by laws and regulations, the CONTRACTOR shall indemnify and hold harmless the COUNTY and 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 or its officials, employees, or contractors under this Contract or under the contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

**10. FORCE MAJEURE**

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, pandemic, or other catastrophic natural event or act of God.

**11. INSURANCE**

CONTRACTOR shall obtain, at its sole expense, all insurance required in the following paragraphs, listed below as A, B, & C.

- A. Workers' Compensation Insurance – Coverage for all paid and volunteer workers meeting the statutory requirements of The North Carolina Workers' Compensation Act, North Carolina General Statute §97.
- B. Commercial Automobile Liability - Coverage with limits no less than \$1,000,000.00 per occurrence for bodily injury and property damage for any vehicle used during performance of the Services, including coverage for owned, hired, and non-owned vehicles.
- C. Commercial General Liability Insurance - Bodily injury and property damage liability as will protect the CONTRACTOR from claims of bodily injury or property damages which arise from operations of this Contract. The amounts of such insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate coverage.

CONTRACTOR agrees to furnish COUNTY proof of compliance with the insurance coverage requirements of this Contract upon request. CONTRACTOR upon request by COUNTY shall furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to COUNTY verifying the existence of any insurance coverage required by COUNTY. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage. COUNTY and its employees shall be named as an additional insured on the required policies of insurance, except workers' compensation.

**12. HEALTH AND SAFETY**

CONTRACTOR shall 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.

**13. NON-DISCRIMINATION IN EMPLOYMENT**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

**14. E-VERIFY**

CONTRACTOR understands that E-Verify is the federal 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

## **Exhibit A**

accordance with §64-25(5) of the North Carolina General Statutes. Provided that 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, then the CONTRACTOR understands and certifies that they shall verify the work authorization of the employee through E-Verify in accordance with §64-26(a) of the North Carolina General Statutes. CONTRACTOR further certifies that their subcontractors comply with E-Verify pursuant to federal law, and CONTRACTOR will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

### **15. GOVERNING LAW AND VENUE**

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be filed and heard in the Superior Court of Harnett County.

### **16. USE OF COUNTY NAME PROHIBITED**

Contractor may not use the name or other identifying characteristic of the County or its employees in any advertisements or promotions.

### **17. TERMINATION**

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall 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 seven days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

### **18. SUCCESSORS AND ASSIGNS**

CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

### **19. COMPLIANCE WITH LAWS**

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.

COUNTY is an equal opportunity employer. COUNTY is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

### **20. NOTICES**

Notices required or provided for under this Contract shall be sufficient if sent by certified mail, return receipt requested or via personal delivery to such addresses as the parties may designate from time to time in writing. Notice shall be deemed to be given and received three days after being sent certified mail or upon hand delivery to the address below:

TO COUNTY:

[internal contract administrator name and address]

With Copy to:

Christopher Appel  
Senior Staff Attorney  
Post Office Box 238 (mail)  
455 McKinney Parkway (physical)  
Lillington, North Carolina 27546

TO CONTRACTOR:

[contractor name and address]

**21. AUDIT RIGHTS**

For all Services being provided under this Contract, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said Services. Audits shall take place at times and locations mutually agreed upon by both parties, although CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

**22. COUNTY NOT RESPONSIBLE FOR EXPENSES**

COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR unless otherwise agreed in writing.

**23. EQUIPMENT**

CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide the Services unless otherwise agreed in writing.

**24. ENTIRE AGREEMENT**

This Contract and the attached Addenda, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**25. HEADINGS**

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**26. SEVERANCE CLAUSE**

In the event any provision of this Contract is adjudged to not be enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

27. AMENDMENT

This contract may be modified or amended by mutual written agreement between the parties.

28. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused this Contract to be duly executed as of the day and year first written above.

Owner: Harnett County  
Printed Name: Brent Trout Title: County Manager  
Signature: \_\_\_\_\_

Attest:  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Contractor: [contractor legal entity name]  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

Attest:  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Name: Kimberly Honeycutt  
Title: County Finance Officer