

**COUNTY OF MOORE
NORTH CAROLINA**

REQUEST FOR PROPOSALS

ISSUE DATE: August 13, 2022

RFP#: 2023-02

TITLE: **Public Relations Firm Services**

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

Sealed Proposals will be received until **4:00:00 pm EST Monday, August 29, 2022** from qualified firms for Public Relations Firm Services utilizing federal funding, for the County of Moore Health Department. All inquiries for information concerning Instructions for Proposals, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

**Terra Vuncannon, Purchasing Manager
PO Box 905
Carthage, NC 28327
(910) 947-7118 (Telephone)
tvuncannon@moirecountync.gov**

Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposal. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed bid.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

By: _____
(typed)

By: _____
(signed)

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INSTRUCTIONS FOR PROPOSALS

1. **Proposals shall be submitted to the Issuing Department on the enclosed Proposal Form. Proposals should include one (1) original and one (1) copy.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject and all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Please list any sales tax separately on your proposal form. All price quotes shall include delivery to the delivery point, installation, and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
3. After the RFP issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. **No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon via e-mail to tvuncannon@moorecountync.gov.** All questions concerning this RFP shall reference the RFP number, section, and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. **All written questions shall be e-mailed to tvuncannon@moorecountync.gov with "RFP 2023-02" IN THE SUBJECT HEADER OF E-MAIL, no later than 10:00 am Monday, August 22, 2022. NO EXCEPTIONS.**
4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bidding shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof.
5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until **90 days** after bid opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.
6. Pursuant to North Carolina General Statutes Section 143-129, "award shall be made to the lowest responsible Bidder or Bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each Bidder shall plainly set forth the

warranty for the goods in the bid. Operations and maintenance manuals for equipment shall also be provided, as appropriate.

8. All purchases for goods or services are subject to the availability of funds for this purpose.
9. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
10. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin, or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
11. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records, and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
12. The Bidder agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners.
13. All Bidders must complete and submit the Vendor Application Form with their bid package. This information will be used to create or update the County's bidder/vendor file.
14. The County of Moore reserves the right to reject any and/or all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
15. Proposals will be tabulated, reviewed and a recommendation presented to the County of Moore Board of Commissioners and/or County Manager for their approval.
16. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
17. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days notices to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
18. Moore County will not be responsible for any expenses incurred by a vendor in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided

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

Background and Scope of Work

BACKGROUND AND REQUIREMENTS:

The Moore County Health Department is seeking proposals from qualified Public Relations Firms with a minimum of 10 years, preference of 10 years of appropriate experience and expertise to provide full-service marketing, communication, and advertising services to support a public awareness and public health outreach campaign for COVID-19 testing, COVID-19 disease prevention/health education efforts and COVID-19 vaccination. Services sought include communications strategy, creative content development, marketing materials, paid media strategies, and content production in addition to strategic media planning and buying (digital and physical) to maximize the impact of a limited public relations messaging budget for a local public health department.

The grant funding being used for this project is restricted to COVID-19 health messaging and cannot be used for general promotion of the Moore County Health Department, for promotion of general health and wellness, or promotion of other health services available at the Moore County Health Department. Proposals should emphasize the importance of the use of digital media, including social media, for COVID-19 health messaging. The Moore County Health Department prefers to contract with a Public Relations Firm that has an in-house production studio for digital media in regard to time critical work performance but will consider proposals from vendors who do not have an in-house production studio for digital media.

The Contractor will periodically be required to attend mandatory requested in-person meetings and make in-person presentations on site in Carthage, NC, and possibly other locations in Moore County. It is estimated that in-person meetings may be held as often as twice per month during the 5-month contract period which could result in as many as 10 in-person meeting during the contract term

SCOPE OF WORK

- (1) The Contractor will periodically be required to attend mandatory requested in-person meetings and make in-person presentations on site in Carthage, NC, and possibly other locations in Moore County. It is estimated that in-person meetings may be held as often as twice per month during the 5-month contract period which could result in as many as 10 in-person meeting during the contract term. All travel costs including billable service hours, travel time and mileage are to be included in the **Firm Fixed Monthly Retainer Fee**.
- (2) Contractor's firm fixed monthly retainer fee will cover all billable service hours, all travel costs, all media buys (digital and physical) and all materials. both digital media (including but not limited to: audio, video, visual, digital billboards, TV, radio, native advertising, email marketing, social media ads, mobile ads, display ads, remarketing/retargeting, search engine marketing, search engine optimization, etc.) and physically printed media (including but not limited to: non-digital billboards, newsletters, posters, pamphlets, brochures, yard signs, banners, print newspaper ads, direct mail, etc.)
- (3) The Contractor must be able to provide services sought including communications strategy, creative content development, marketing materials, paid media strategies, and content production in addition to strategic media planning and buying to maximize the impact of a limited marketing budget of a

local public health department for COVID-19 efforts. Contractor must be able to produce or sub-contract for the production of physically printed media including but not limited to newsletters, posters, pamphlets, and brochures.

(a) Strategizing, conceptualizing, and producing materials for a large-scale COVID-19 media campaign that would then be placed in a variety of mediums by the Contractor.

(b) Using COVID-19 ads already developed by the Centers for Disease Control or other partners and developing a media plan and executing the buy.

(c) Developing an array of COVID-19 creative materials for the Moore County Health Department, such as an organic social media campaign, a video to support a program or a coordinated suite of materials (brochures, stickers, decals, posters, etc.) to support a program's work.

(d) Most creative development and any associated media buys would likely focus on bringing about beneficial changes in behavior regarding COVID-19 prevention.

(4) The contract awarded for this RFP will follow a scope of work and cost structure allocated to the following three areas:

34% COVID-19 Testing

32% COVID-19 Disease prevention/health education efforts

34% COVID-19 Vaccination

(5) All three areas – COVID-19 testing, COVID-19 disease prevention/health education efforts and COVID-19 vaccination – have common issues, common areas of concern and common needs that must be addressed on behalf of the Moore County Health Department by the contracted Public Relations Firm:

(a) Priority public health messaging to help turn the tide on the COVID-19 pandemic in Moore County through focused prevention efforts.

(b) Timely identification of COVID-19 trends in Moore County and North Carolina in order to appropriately shape COVID-19 public health messaging.

(c) Compelling communications to inform and educate COVID-19 test reluctant and COVID-19 vaccine hesitant individuals of all socioeconomic levels in Moore County.

(d) Creation of innovative advertising and marketing materials, including videos, to promote and support all COVID-19 program initiatives.

(e) Strategic communications to educate the public about what local health departments can and cannot do in regard to COVID-19 efforts as local health departments must follow county, local health department, NCDHHS and CDC policies.

(f) Crucial communications to elevate the local public health department brand in the local community as a credible and dependable source of reliable public health information for COVID-19.

(g) Effective communications to build community engagement, trust, and advocacy for local health department handling of COVID-19 efforts while correcting any misconceptions.

- (h) Developing COVID-19 information sharing techniques and guidelines for improving communication and working relationships with Moore County local media.
 - (i) Establishing procedures for identifying and mitigating both potential and actual negative publicity regarding COVID-19 local public health efforts.
- (6) At times, the Contractor may be asked to attend in-person meetings on site in Carthage, NC, and possibly other locations in Moore County. All travel costs are included in the Firm Fixed Monthly Retainer Fee.
 - (7) The Vendor will work and interact with Moore County Health Department staff, other County of Moore staff and other Vendors to provide full integration of advertising plans for local public health COVID-19 efforts.
 - (8) Moore County Health Department staff must review and approve all advertisements and artwork prior to any ad placement or any marketing material production for our COVID-19 programs.
 - (9) The Contractor should always strive to ensure the most effective use of limited resources, particularly in regard to paid media, which will encompass a significant amount of the selected Contractor's work. The Contractor is responsible for acquiring desirable time slots and media space for Moore County Health Department COVID-19 campaigns. Using market research information, such as demographics, media usage, ratings, click-through, impression and engagement rates, the Contractor must choose the best possible venue or medium for an advertising campaign as well as the most cost-effective. This will require the Contractor to keep abreast of industry figures, including distribution, reach and audience figures.
 - (10) The Contractor must have established good relationships with advertising sales agents in North Carolina media markets to obtain the best prices and value for advertisement placements, campaigns, or even media bundles. They should continue to develop those relationships with media companies and forge new ones to continue to provide the Moore County Health Department with the best advertising opportunities for our contract budget.
 - (11) The Contractor must also be able to effectively conceptualize, develop and deliver various COVID-19 health messages focused on behavior change, including the media buy. Other times, it may be the creation of materials (print, video, and other marketing collateral) that support COVID-19 efforts and initiatives, or the placement of a campaign previously developed by the Moore County Health Department or by a partner group, such as another state agency or the Centers for Disease Control.
 - (12) The Contractor must be able to research, strategize, conceptualize, develop, and implement various marketing campaigns and the associated media buy to increase public awareness and knowledge of Moore County Health Department programs and initiatives regarding COVID-19 efforts pertaining to COVID-19 testing, CoVID-19 disease prevention/health education and COVID-19 vaccination.

PROPOSAL REQUIREMENTS/EVALUATION CRITERIA

The below items must be included with your response to be considered responsive.

- (1) Cost – Proposal Form including detailed budget developed by bidder to calculate Firm Fixed Monthly Retainer Fee
- (2) Proposal Organization in terms of following RFP instructions
- (3) Proposal Content
- (4) Specific plans or methodology to be used to perform the services
- (5) Experience and qualifications of personnel assigned to perform the services
- (6) Previous Experience
- (7) References from other clients

Organization of Proposal Responses

Each of the following section headers must be listed in Bidder's submitted Proposal Response with pertinent information provided under each specific header in regard to how compliance with RFP will be accomplished by the Bidder. The Proposal Response must be organized in the same order as listed in the RFP.

SECTION 1:

BIDDER COVER LETTER= Page One of the Bidder Proposal Response

Please submit a Bidder Cover Letter prepared on bidder company letterhead as Page One and the 1st Item of the Bidder Proposal response for this RFP. The Bidder Cover Letter should consist of multiple pages due to the level of detail being requested.

The Bidder Cover Letter should include the following information:

- Bidder name, bidder address, bidder contact person, phone, and email address.
- History of company, how many years in business and physical location of office performing work.
- Operational Plan that describes the vendor's proposal as described in the Scope of Work.
- Proposed staffing plan at the immediate commencement of the contract.
- Information regarding key staff members including education, work experience and other qualifications.
- A narrative demonstrating the ability to deliver full-service public relations and advertising capabilities via extensive experience in researching, conceptualizing, designing, implementing, and evaluating media campaigns.

SECTION 2:

PROPOSAL FORM AND COMPENSATION COST:

Contract Term

The proposed contract term is **October 1, 2022 thru February 28, 2023**, with a budgeted amount of \$99,800.

Bidder should acknowledge in Bid Response that bidder can provide RFP services in a timely manner during this time frame.

Compensation Cost:

Detailed Budget Breakdown of Firm Fixed Monthly Retainer Fee

A detailed standard monthly budget developed by the bidder to calculate the **Firm Fixed Monthly Retainer Fee** is required as part of the proposal response. The detail must add up to and agree with the amount of the **Firm Fixed Monthly Retainer Fee**.

A detailed budget for the **Firm Fixed Monthly Retainer Fee** must be provided in order for the **Firm Fixed Monthly Retainer Fee** to be evaluated in terms of meeting the COVID-19 health messaging needs of the Moore County Health Department and for consideration of cost benefit at a detailed level. This detailed budget will also allow for assessment of the bidder's budgeting ability, bidder's level of attention to details, and bidder's understanding of the importance of the financial aspects of project management by a public relations firm.

The Moore County Health Department will **NOT** provide any specific expense categories, specific expense line items, or specific expense format for submission of the detailed budget for the **Firm Fixed Monthly Retainer Fee**.

Bidders will develop their firm's own detailed budget based on their work expertise, their research aptitude, and their firm's individual creative concept of meeting the **Scope of Work** required to execute the project in an effective and timely manner

Bidders who have the capability and experience to handle a public relations project of this size for a local public health department must demonstrate this capability through their own preparation of the detailed budget for the **Firm Fixed Monthly Retainer Fee** using their own specific expense categories, specific expense items and specific expense format.

The **Firm Fixed Monthly Retainer Fee** must cover all billable service hours, all travel costs, and all media buys including both digital media (including but not limited to: audio, video, visual, digital billboards, TV, radio, native advertising, email marketing, social media ads, mobile ads, display ads, remarketing/retargeting, search engine marketing, search engine optimization, etc.) and physically printed media (including but not limited to: non-digital billboards, newsletters, posters, pamphlets, brochures, yard signs, banners, print newspaper ads, direct mail, etc.)

Please do **NOT** include the cost of any custom promotional items with logos for community give away (water bottle, mask, etc.) in the **Firm Fixed Monthly Retainer Fee** and do not include the use of such items in the proposal response.

Cost Structure of Work

The contract awarded for this RFP will follow a scope of work and cost structure allocated to the following three areas:

- 34% COVID-19 Testing
- 32% COVID-19 Disease prevention/health education efforts
- 34% COVID-19 Vaccination

Bidder proposal must acknowledge that this cost structure will be followed for performance of contract work. Bidder must acknowledge that all contract costs (billable service hours, travel costs, media buys, and materials) can be tracked and accounted for as incurred in detail to provide proof that this cost structure was followed. Bidder must acknowledge the capability to provide cost detail to the Moore County Health Department on an ongoing basis during the contract period upon request and at the completion of the contract upon request.

Compensation Billing and Payment

Bidder must agree to issue an invoice on the first day of each contract month for the amount of the Firm Fixed Monthly Retainer Fee for that month. Invoice Terms must be listed on the invoice as “Due Upon Receipt.” Invoice must be provided to Moore County Health Department via email as soon as possible at the beginning of each contract month.

Compensation and Reimbursement

Bidder must agree to be paid via EFT payment. A County of Moore EFT letter will be required to be completed by the Contractor once the contract is awarded for payment of invoices to the contractor via direct deposit.

SECTION THREE:

AFFIDAVITS AND LIENCURE DOCUMENTS

Business Registration with NC Secretary of State

All bidders must be registered with the North Carolina Secretary of State to do business in the State of North Carolina. The County of Moore does not contract with businesses not registered with the North Carolina Secretary of State.

Please provide proof of NC Secretary of State business registration as part of the bid response.

Four References Required

Please provide a minimum of four references in regard to prior public relations work performed for public health departments, hospitals, NC state agencies, medical non-profit agencies, medical practices, and other types of healthcare organizations located within the state of North Carolina.

Each of the four references must contain contact information including name of organization, complete physical address of organization, name of contact person, contact person phone number and contact person email address.

Please provide a brief summary of work performed for each reference along with how this work experience relates to the work being requested by the Moore County Health Department via this RFP for a public awareness and public health outreach campaign addressing COVID-19 issues.

Affidavits/Documents

Non-Collusion Affidavit

E-Verify Affidavit

Minority Participation Affidavit A (if intend to sub-contract), OR

Minority Participation Affidavit B (if intend to perform with own workforce)

Certification Regarding Lobbying

W-9 Form

PROPOSAL FORM

Sealed proposals will be received by 4:00 pm on Monday, August 29, 2022 in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327. Opening will be public.

Use this form only for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any or all proposals.

Fixed <u>Monthly Retainer Fee</u>	Total Not to Exceed Contract Amount for Five Month Term – October 1, 2022 – February 28, 2023 (Monthly fee x 5)

Please quote a Firm Fixed Monthly Retainer Fee on the Proposal Form, that covers all billable service hours, all travel costs, and all media buys including both digital media (including but not limited to: audio, video, visual, digital billboards, TV, radio, native advertising, email marketing, social media ads, mobile ads, display ads, remarketing/retargeting, search engine marketing, search engine optimization, etc.) and physically printed media (including but not limited to: non-digital billboards, newsletters, posters, pamphlets, brochures, yard signs, banners, print newspaper ads, direct mail, etc.)

Please do NOT include the cost of any custom promotional items with logos for community give away (water bottles, masks, etc.) in the Firm Fixed Monthly Retainer Fee and do not include the use of such items in the proposal response

Vendor is required to provide detailed breakdown of fixed monthly retainer fee in proposal presentation.

Response must include the following documents:

Signed Proposal Form (MUST ACKNOWLEDGE ADDENDUM)

Any requirements within the Proposal document (Sections 1, 2, and 3)

Non-Collusion Affidavit

E-verify Affidavit

Minority Participation Affidavit A (if intend to sub-contract) – OR.

Minority Participation Affidavit B (if intend to perform with own workforce)

Certification Regarding Lobbying

W-9 Form

The County may award a contract for all or part of the items specified.

Legal signatory signature confirms that all information provided on this document, including Firm Fixed Monthly Retainer Fee amount and all components comprising the amount, is true and correct, and that all conditions listed on this document are agreed to.

I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date _____

Company Legal Name: _____

Authorized Legal Signatory _____

Printed Legal Signatory Name: _____

Email Address for Legal Signatory: _____

Phone Number for Legal Signatory: _____

Receipt of the following addendum is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

**COUNTY OF MOORE
NON-COLLUSION AFFIDAVIT**

State of North Carolina
County of Moore

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

He/She is the _____ of _____, the Bidder that has submitted the attached bid;

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

Neither the said Bidder nor any of its officers, partners, owners' agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder or to fix overhead, profit or cost element of the bid price of any other Bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and,

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This _____ day of _____, 2022

Notary Public
My commission expires: _____

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Executed, this ____ day of _____, 2021.

Signature of Affiant
Print or Type Name: _____

State of North Carolina
County of _____

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 2022

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Submit with Bid (if using Sub-Contractors for Services)

Identification of HUB Certified/ Minority Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers, or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)_____.

Submit with Bid (if using Sub-Contractors for Services)

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

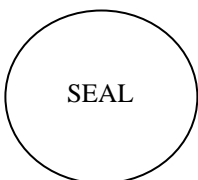
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Submit with Bid (if using Own-Workforce for Services)

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

County of Moore

(Name of Bidder)

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

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

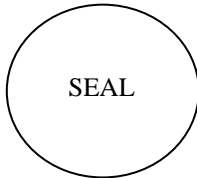
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized

Name and Title of Contractor's Authorized Official

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts obtained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	Social security number [] [] [] - [] [] - [] [] [] []
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	OR Employer identification number [] [] [] [] - [] [] [] [] [] [] [] []

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

DO NOT SUBMIT WITH RESPONSE – SAMPLE ONLY

Sample Services Contract – This is not the final contract – additional language will be included pursuant to federal requirements.

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the _____ day of _____, 20____, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and _____, _____ (the “Contractor”).

1. Services to be Provided and Agreed Charges

The Contractor agrees to provide services and materials (collectively referred to as “Services”) contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

2. Term of Contract

The term of this Contract is from _____ through _____.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days’ notice if such funds become unavailable.

3. Payment to Contractor

During the term of this Contract, the Contractor will receive from the County an amount not to exceed \$_____ as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed, or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. Independent Contractor

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor’s duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of the Contractor’s activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. Insurance

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. Indemnification

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. Health and Safety

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-Verify

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. Iran Divestment Act Certification

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the “Final Divestment List”), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

10. Non-Discrimination in Employment

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state, or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

11. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

12. Termination of Agreement

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

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

13. Successors and Assigns

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

14. Compliance with Laws

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations, or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY
ATTN: DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

CONTRACTOR:

16. Audit Rights

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

17. County Not Responsible for Expenses

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

18. Equipment

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

19. Priority of Documents

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

20. Severability

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

21. Non-Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

22. Entire Agreement

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

23. Amendment

This Contract may only be amended by the written mutual agreement of the parties.

24. Drafted by Both Parties

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

25. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

26. Additional Clauses

The Contractor shall comply with all additional clauses outline in Attachment 2.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE

J. Wayne Vest
County Manager

CONTRACTOR

By: _____
Title: _____

PREAUDIT CERTIFICATE

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

Finance Officer

Attachment 1

SCOPE OF SERVICES