



Rowan County

Request for Proposals

Federal and State Lobbying Services

RFP #2022-002

Issue Date:	September 9, 2021
Issued By:	Rowan County 130 W. Innes Street Salisbury, NC 28144

September 9, 2021

Dear Sir or Madam:

Rowan County, North Carolina, is now accepting Proposals for Federal and State Lobbying Services. The intent of this RFP is to award to one provider. The County reserves the right to award separate contracts if that is more favorable for the County. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP").

A mandatory pre-proposal Zoom meeting to review the RFP and answer questions regarding Services will be held Tuesday September 28, 2021 at 3:00 p.m. and 8:00 p.m. EST. Interested parties are only required to attend 1 of the 2 zoom meetings, however may attend both.

All interested Providers should return a completed Request for Proposals Acknowledgement Form by the date stated in the Schedule of Events on page 9.

An electronic copy of the RFP in PDF format may be obtained by contacting Anna Bumgarner at anna.bumgarner@rowancountync.gov or visiting the County website at <https://rowancountync.gov/675/Purchasing>.

All Proposals are must be submitted to the attention of: to Anna Bumgarner, Purchasing Director, 130 W. Innes Street, Salisbury, North Carolina 28144 no later than October 5, 2021 at 2:00 p.m. EST.

One (1) electronic copy of the Proposal must be provided in email to anna.bumgarner@rowancountync.gov in a searchable format such as Microsoft Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and bidding offer must be submitted in a sealed envelope plainly marked with the Proposal number and service description as follows:

Anna Bumgarner, Purchasing Director
RFP #2022-002 Lobbying Services
Rowan County
130 W. Innes Street, Suite 31
Salisbury, NC 28144

All questions must be directed to Anna Bumgarner as stated in the instructions. Contacting the Board of Commissioners or County Manager between September 9, 2021 and October 5, 2021 is strictly prohibited. The County is an equal opportunity purchaser.

Sincerely,



Anna Bumgarner
Director of Purchasing/Contract Administration

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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 Provider and proposed Solution will best meet the County's need for Federal and State Lobbying Services. State Lobbying Services shall mean "The State of North Carolina".

1.2. Accuracy of RFP and Related Documents.

Each Provider 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. Providers may not rely on any oral statement by the County or its agents, advisors, or consultants.

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

1.3. 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:

- 1.3.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 1.3.2. To require any Provider to supplement or clarify its Proposal or provide additional information relating to its Proposal;
- 1.3.3. To investigate the qualifications, experience, capabilities, and financial standing of each Provider submitting a Proposal;
- 1.3.4. To waive any defect or irregularity in any Proposal received;
- 1.3.5. To reject any or all Proposals;
- 1.3.6. To share the Proposals with County employees and contractors in addition to the Evaluation Committee as deemed necessary by the County;
- 1.3.7. To award all, none, or any part of the Services and to enter into Contracts with one or more of the responding Providers deemed by the County to be in the best interest of the County, which may be done with or without re-solicitation;

- 1.3.8 To discuss and negotiate with any Provider its Proposal terms and conditions, including but not limited to financial terms; and
- 1.3.9 To terminate discussions and negotiations with any Provider at any time and for any reason.

1.4 Expense of Submittal Preparation.

The County accepts no liability, and Providers 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.

1.5 Proposal Conditions.

The following terms are applicable to this RFP and the Provider’s Proposal.

1.5.1. 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 Provider execute a Contract. No recommendations or conclusions from this RFP process concerning the Provider 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.

1.5.2. Trade Secrets and Personal Identification Information /Confidentiality.

Upon receipt by the County, all materials submitted by a Provider (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) “personal identification 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 (“Personal Identification Information” or “PII”). After the Proposal due date, the Evaluation Committee, other County staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Provider is governed by N.C. Gen. Stat. §§ 132 and 66-152 *et seq.* If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified.

Any Trade Secrets or PII submitted by a Provider must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either “Personal Identification Information—Confidential” or “Trade Secret—Confidential and Proprietary Information.” For electronic submissions it must also be submitted in email to anna.bumgarner@rowancountync.gov In both hard copy and electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Provider 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.

Furthermore, each Provider agrees to indemnify 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 Provider has designated as a trade secret. The County may disqualify any Provider 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.

1.5.3. Amendments to RFP.

If the County amends this RFP, addenda will be posted to the County's website at <https://rowancountync.gov/675/Purchasing>, RFP #2022-002. Providers are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

1.5.4. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Provider. 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 Provider 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.

1.5.5. Proposal Binding for 180 Days.

Section 6, Form 3 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 Provider. 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.

1.5.6. Subcontracting.

The Provider awarded the contract shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Provider shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The County retains the right to approve all subcontractors.

1.5.7. 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 Provider regardless of race, color, religion, age, sex, and national origin or disability.

- 1.5.8. Use of County's Name.
No advertising, sales promotion, or other materials of the Provider or its agents or representatives may identify or reference the County in any manner absent the prior written consent of the County.
- 1.5.9. Withdrawal for Modification of Proposals.
Providers 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.**" No oral modifications will be allowed.
- 1.5.10. No Bribery.
In submitting a response to this RFP, each Provider 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.
- 1.5.11 Exceptions to the RFP.
Other than exceptions that are stated in compliance with this Section and Section 4.4, 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 Provider'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 Provider 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 Provider's solution, must be described in detail.
- 1.5.11. Fair Trade Certifications.
By submitting a Proposal, the Provider 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 Provider 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 Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 1.5.12. Provider's Obligation to Fully Inform Themselves.

Providers 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 Provider's own risk.

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
September 9, 2021	<i>Issuance of RFP.</i> The County issues this RFP.
September 21, 2021	<i>Request for Proposals Acknowledgement.</i> Providers that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax listed in Section 2.3.
September 21, 2021	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Providers are permitted to submit written questions, for purposes of clarifying this RFP in advance, or during the Pre-Proposal Conference.
September 28, 2021	<i>Mandatory Pre-Proposal Conference</i> to be held at 3:00 p.m. EST and 8:00 p.m. EST, by Zoom as indicated in Section 2.4.
October 5, 2021	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. EST at the Rowan County, 130 W. Innes Street and by email Section 2.3
On or After October 18, 2021	<i>Contract Award by Board of Commissioners.</i>

2.2. Intent to Propose.

Please acknowledge receipt of this RFP via email by **September 21, 2021**, using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the County of your firm's intention to submit or not submit a Proposal. Email a copy of the completed and signed form to the email address noted in Section 2.3. The County strongly encourages Providers to submit this form prior to the Pre-Proposal conference but Providers shall not be precluded from submitting a Proposal if they fail to submit this form.

2.3. Interpretations and Addenda.

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

Anna Bumgarner, Purchasing Director
RFP #2022-002 Lobbying Services
Rowan County
130 W. Innes Street, Suite 31
Salisbury, North Carolina 28144
E-mail : anna.bumgarner@rowancountync.gov

When submitting questions, please reference the RFP page and topic number.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 2.1. In the case of questions not submitted by the deadline, the County 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 Provider questions or issuing addenda to the RFP, the County will post the answer or information to the Internet at

<https://rowancountync.gov/675/Purchasing>, referencing RFP #2022-002. Providers are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

2.4. Pre-Proposal Conference.

A mandatory pre-proposal Zoom meeting to review the RFP and answer questions regarding Services will be held Tuesday, September 28, 2021 at 3:00 p.m. and 8:00 p.m. EST. Interested parties are only required to attend 1 of the 2 zoom meetings, however may attend both.

2.5. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP. One (1) electronic copy of the Proposal must be provided in email to anna.bumgarner@rowancountync.gov in a searchable format such as Microsoft Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and bidding offer must be submitted in a sealed envelope plainly marked to the address listed in Section 2.3 above by **Tuesday, October 5, 2021 2:00 p.m. EST.**

2.6. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Provider 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.

2.7. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Providers. Discussions might be held with individual Providers to determine in greater detail the Provider's qualifications, to explore with the Provider the scope and nature of the required contractual Services, to learn the Provider'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 Providers to make presentations to the Evaluation Committee or appear before the County and/or its representatives

for an interview. During such interview, the Provider 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. Providers 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 Provider's best offer for performing the Services described in this RFP.

2.8. Contract Award by Board of Commissioners.

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

2.9. Vendor Inclusion.

The County's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Providers.

3. SCOPE OF FEDERAL AND STATE LOBBYING SERVICES.

3.1 General Scope.

Rowan County requires a qualified firm or individual to provide federal and state lobbying services on behalf of the County to the legislative and executive branches of the federal and state government. The Provider will actively and continuously lobby Congress and the Administration to assist the County in several key areas, including, but not limited to, the following:

- Housing and community development with particular interest in U.S. Department of Housing and Urban Development and Metropolitan Statistical Area designations;
- Economic development;
- Public safety;
- Public transportation and Transportation Infrastructure;
- Water and sewer;
- Workforce development; and
- Other County Board priorities.

The Provider shall also:

- Act as the representative on behalf of the County to the federal and state government;
- Confer with the County Manager and County staff on planning and program activity that has a bearing on the County to make the best use of federal and state programs;
- Maintain a liaison with the County's Congressional and State delegation and assist the delegation in any matter which the County determines to be in its best interest;
- Establish and maintain working relationships with the executive and legislative branches of the federal and state government that will enhance the County's position with respect to financial assistance applications, regulatory procedures, legislation, budget authorizations and appropriations, and other area of interest to the County;
- Identify and notify the County in advance of opportunities for grants and funding for the key areas listed above;
- Contact federal and state agencies on the County's behalf when grant applications are under consideration by such agencies and take whatever steps are necessary to obtain favorable consideration of such applications;
- Review federal and state executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations, federal and state credit assistance programs, and other federal and state developments for the purpose of advising the County of items that may have a bearing on the County's policies and programs;
- Represent the County at Washington, D.C. and Raleigh, NC area conferences or meetings as requested;
- Counsel the County regarding appearances by local personnel before Congressional and State committees and administrative agencies and arrange for appointments and accommodations as necessary;

- Secure and furnish detailed information as may be available on federal issues in which the County indicates an interest;
- Review and comment on proposals of the County, which are being prepared for submission to federal and state agencies, when requested to do so by the County Manager; and
- Assist in establishing and implementing a County federal and state legislative agendas.

3.2 Provider Reporting Requirements.

The Provider shall provide periodic written reports to the County Manager. The format and content of the report will be mutually agreed upon by the County and the Provider.

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 Provider's preference, the County requires strict adherence to the format. The Proposal will be in the format described below:

- a. Cover letter;
- b. Uniquely Qualified;
- c. Proposed Solution;
- d. The "Addenda Receipt Confirmation" set forth in Section 6, Form 2;
- e. The "Proposal Submission" set forth in Section 6, Form 3;
- f. The "Pricing Worksheet" set forth in Section 6, Form 4;
- g. The "Background and Experience" form set forth in Section 6, Form 6;
- h. The "References" set forth in Section 6, Form 7; and
- i. Exceptions to the Remainder of the RFP, including the Sample Contract in Exhibit A.

4.1 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 Provider 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 Provider's understanding of the Project and a summary of the approach to perform the Services.

4.2 Uniquely Qualified.

The Proposal must include a one (1) page document no more than 500 words that explains specifically why the proposer is uniquely qualified to provide assistants to the County as a lobbyist in the legislative and executive branches in Washington, D.C. and Raleigh, N.C.

4.2 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."

Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your Provider's project team for providing the Services. Please include resumes of the Provider Project Manager and other key members who will perform the work listed in Section 3.

4.3 Required Forms.

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms listed in this Section 4, items numbered d through i.

4.4 Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 1.5.11 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 Contract with the Provider 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 Provider must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Provider-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 Provider'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.

5. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Provider'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 Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Provider'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 Provider 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; and
- d. Acceptance of the Terms of the Contract.

5.1 Qualifications and Experience

Providers will be evaluated on the background and experience information provided in Section 6, Form 5.

5.2 Project Approach/Proposed Solution.

Providers 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 Provider'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 County proposal shall include a monthly rate to provide all services requested to the County. This shall include all expenses and travel.

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, Providers shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.5.11 and 4.4 of this RFP.

REQUIRED FORM 1 - REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

RFP # 2022-002

Federal and State Lobbying Services

The Provider hereby certifies receipt of the Request for Proposals for the Rowan County, North Carolina RFP #2022-002, Federal and State Lobbying Services. This form should be completed upon receipt of the County’s Request for Proposals and faxed in time for the County to receive it by or before. Failure to submit this form by the designated date shall not preclude the Provider from submitting a proposal. Please fax or email the completed Request for Proposals

Acknowledgement Form to the attention of:

Anna Bumgarner

Purchasing Director

Email: anna.bumgarner@rowancountync.gov

Fax: 704-216-8166

Date: _____

Authorized Signature: _____

Title: _____

Provider Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal

Indicate number of attendees: _____

We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal

Reason: _____

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 2022-002

Federal and State Lobbying Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the County website at <https://rowancountync.gov/675/Purchasing>

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

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

Provider Name

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 2022-002

Federal and State Lobbying Services

This Proposal is submitted by:

Provider Name: _____

Representative (printed): _____

Address: _____

County/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 Provider has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination. 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, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression 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*.
2. 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 bid submitted by the Bidder on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the County, the Provider agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Provider 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 Provider or terminate any contract awarded on such bid.
4. As part of its Proposal, the Provider shall provide to the County a list of all instances within the past ten years where a complaint was filed or pending against Provider in a legal or

administrative proceeding alleging that Provider discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

- 5. 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.
- 6. It is understood by the Provider 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 re-bid this RFP.
- 7. 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 Terms 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 Terms.

Representative (signed): _____

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 2022-002

Federal and State Lobbying Services

Regardless of exceptions taken, Providers 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 rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs that the County will be responsible for.**

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

The Provider shall charge the County at the following monthly rate for all Services described in Section 3: (N/A if not applicable)

Federal monthly rate:	\$ _____
State monthly rate:	\$ _____
Combined monthly rate:	\$ _____

6. REQUIRED FORM 5 – PROVIDER’S BACKGROUND RESPONSE

RFP # 2022-002

Federal and State Lobbying Services

Providers 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
Provider’s legal name	
Provider’s 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 (<i>e.g.</i> , 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 listed in Section 3.1.	
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 Services similar to those in this RFP.	
Provide an overview and history of your company, include an organization chart showing the overall organization structure.	
Explain how your company ensures that personnel performing the Services are qualified and proficient.	
Describe your company’s experience working with the major political parties on related contracts.	

7. REQUIRED FORM 6 – REFERENCES

RFP # 2022-002

Federal and State Lobbying Services

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

Reference 1	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 2	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 3	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 4	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 5	
Company Name	
Contact Name	
Phone Number	
Email Address	

EXHIBIT A – SAMPLE COUNTY CONTRACT**ROWAN COUNTY****AGREEMENT FOR SERVICES****NORTH CAROLINA**

This Agreement is made and entered into between Rowan County, North Carolina (“County”) and _____ (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform Federal and State Lobbying Services and to provide the materials (all collectively called the “Services”) for the County as described in Section A of the attached Exhibit A (the “Contract Specifications”), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County’s expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County’s expectations, and to the County’s full satisfaction.

2. Term. The term of this Agreement shall be TBD.

3. Payment. The County agrees to pay the Provider \$XXX per month for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County’s satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the

County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified by the County. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate.
- Workers' Compensation in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its

convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

18. Number and gender. This Agreement’s use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

20. Restricted Companies List. Provider represents that as of the date of this Agreement, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to NC General Statutes 147-86.58. Provider also represents that as of the date of this Agreement, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State treasurer pursuant to NC General Statutes 147-86.81.

21. Contract Information. Any updates or changes should be reported to:

THE COUNTY
ANNA BUMGARNER,
PURCHASING DIRECTOR
130 West Innes Street
Salisbury, NC 28144
Telephone: 704-216-8174

THE PROVIDER

22. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY
BY: _____
Name: Aaron Church
Title: County Manager
Date: _____

THE PROVIDER
BY: _____
Name: _____
Title: _____
Date: _____

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

(Signature of County Finance Officer)

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.