

The Town of  
Princeville

**REQUEST FOR PROPOSALS (RFP)**

**Grant Accounting Consulting Services  
for Federal and State Funds**



RFP Release Date: May 2, 2022

Proposal Due Date: May 12, 2022  
Electronic Only Submittal

## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of this Request for Proposal (RFP) is soliciting proposals for establishing a contract through competitive negotiations to procure Grant Accounting Consulting Services for Federal and State Grant Funds.

### **B. BACKGROUND INFORMATION**

BACKGROUND INFORMATION: Since October 2016, Princeville has been the recipient of numerous grants and loans to facilitate its recovery from Hurricane Matthew. The grants and loans are in various stages consisting with some in pre-award phase, others have been awarded and are in progress or construction, and the remaining have been completed and are post award close out phase. The Town requires a contractor that can assist the administrative and finance staff in managing, tracking, and complying with the accounting requirements for state and federal grant and loan funds including disbursements to vendors/contractors and/or reimbursements from federal and State agencies. Grant and loan funds are from the following disaster recovery programs and/or legislative acts including, but not limited to: Federal Emergency Management Agency ("FEMA") Public Assistance Program; FEMA Hazard Mitigation Grant Program ("HMGP"); a directed grant authorized in Session Law 2019-224; U.S. Housing and Urban Development Community Development Block Grant-Disaster Recovery ("CDBG-DR") grant to the State of North Carolina; and prior and future disbursements of loan proceeds vendors/contractors, and prior and future repayments of a revolving cashflow assistance State loan managed by the North Carolina Office of Recovery and Resiliency ("NCORR") authorized pursuant Session Laws 2018-138, 2019-224, and 2019-250.

### **C. SCOPE OF PROCUREMENT**

The Consultant shall assist the Town of Princeville's administration and finance department with accounting services for its state and federal grant program awarded funds mentioned above. The assistance will include, but will not limited to, grant accounting and financial analysis, disbursements, reimbursements, and close out cycles in accordance with federal and state government regulations of the Office of Management and Budget Guidance for Grants and Agreements, Code of Federal Regulations (CFR) Part 200 - Uniform Administrative Requirements, Generally Accepted Accounting Principles (GAAP), Budget Proposal Principles, and Audit Requirements for Federal and State Awards, State of North Carolina, Grant Program Handbooks, State Procurement Code, and the Town of Princeville policies and procedures.

### **D. PROCUREMENT CONTACT**

Contact Dr. Glenda Knight, Town Manager, directly regarding this solicitation. All questions regarding this solicitation should be electronically submitted (by email):

Dr. Glenda Knight, Town Manager,  
Office: (252) 823-1057

Email: [gknight@townofprinceville.com](mailto:gknight@townofprinceville.com)

All inquiries or requests regarding this procurement should be submitted in writing to the Town Manager. Offerors may contact **only** the Town Manager regarding this procurement. Other Town employees, officials, or Evaluation Committee members do not have the authority to respond on behalf of the Town Manager. All interested parties should inform the Town Manager of their intent to submit or facilitate communication. It is solely the offeror's responsibility to assure they possess the most current RFP materials, addenda, and clarifications.

**E. PROPOSAL SUBMISSION**

**Submissions of all proposals must be accomplished by email.**

Submissions should be emailed directly or through a file transfer link submitted to [gknight@townofprinceville.com](mailto:gknight@townofprinceville.com).

Electronic versions of the RFP, Questions & Answers, and RFP Addenda (if any) are available on the NC Interactive Procurement System (IPS). <https://www.ips.state.nc.us/IPS/Default.aspx>

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### **A. SEQUENCE OF EVENTS**

The Town's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

<b>Activity</b>	<b>Dates</b>
Issue RFP	2 May 2022
Deadline to submit written Questions	8 May 2022
Response to Written Questions	10 May 2022
Submission of Proposal	12 May 2022
Proposal Evaluation	May 2022
Selection of Finalists	May 2022
Finalize Contractual Agreements	May 2022
Contract Awards	June 2022

## 1. Response to Written Questions

Written responses to the written questions will be posted on the North Carolina IPS website.

<https://www.ips.state.nc.us/IPS/Default.aspx>

## 2. Submission of Proposal

At this time, only electronic proposal submission is allowed. Please do not submit hard copies until further notice.

All proposals must be received for review and evaluation by via email at [gknight@townofprinceville.com](mailto:gknight@townofprinceville.com) no later than **5:00 pm** on **12 May 2022**. **Proposals received after the deadline will not be accepted.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to North Carolina and Town of Princeville procurement policies, the contents of proposals shall not be disclosed to competing potential Offerors during the procurement process. The procurement process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required Town of Princeville signatures on the contract(s) resulting from the procurement has been obtained.

## 3. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated herein, depending upon the number of proposals received.

## 4. Selection of Finalists

The Evaluation Committee will select, and the Town Manager or designee will notify the finalists as soon as possible thereafter. A schedule for interviews, if any, will be determined at this time.

## 5. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining a refined scope of work as well as best and final offers. Best and final offers may also be clarified and amended.

## 6. Finalize Contractual Agreements

After approval of the Evaluation Committee, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the Town of Princeville reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **7. Contract Awards**

The award is subject to appropriate Board of Commissioners approval.

Prior to Board vote the proposals will be evaluated by staff and deemed to have been submitted properly and in accordance with statute, procurement rules, and this RFP:

Questions should be directed to:  
Dr. Glenda Knight, Town Manager (252) 823-1057  
Town of Princeville [gknight@townofprinceville.com](mailto:gknight@townofprinceville.com)

**Proposals received after the deadline will not be accepted. The Town reserves the right to amend, modify, cancel, or rebid this proposal, in part or its entirety, at any time and for any reason.**

## **B. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors indicate their acceptance of the Conditions Governing the Procurement by completing and signing the proposal.

### **2. Incurring Cost**

Any Budget Proposal incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any Budget Proposal incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Contractor, Consultant Responsibility**

Any contractual agreement that may result from this RFP shall specify that the contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Town of Princeville that derives from this RFP. The Town entering into a contractual agreement with a vendor will make payments to only the prime contractor.

#### 4. Subcontractors/Consent

The use of subcontractors in performance of this contractual agreement **is not** allowed. The consultant shall be solely responsible for the entire performance of the contractual agreement.

#### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.

#### 6. Offeror's Rights to Withdraw Proposal

Offerors may withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Town Manager and signed by the Offeror's duly authorized representative.

#### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices or compensation levels for services, shall be considered firm for ninety (90) days after the due date for the receipt of a refined scope of work and best and final offer, if the Offeror is invited or required to submit one.

#### 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The Town. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for proprietary or confidential material as follows:

a. **Proprietary and Confidential information is restricted to:**

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act

**IMPORTANT:** The price of products offered, or the Budget Proposal of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Town Attorney and the Town Manager shall examine the request and make a written determination that specifies the portions of the proposal that should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

#### 9. No Obligation

This RFP in no manner obligates The Town or any of its partners, affiliates, departments, or officials to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

This RFP may be canceled at any time and all proposals may be rejected in whole or in part if the Town determines such action to be in the best interest of the Town of Princeville.

#### **10. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Town's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

#### **11. Legal Review**

The Department requires that all Offerors agree to be bound by the General Requirements within this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Town Manager.

#### **12. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of North Carolina.

#### **13. Basis for Proposal**

Only information supplied in writing by the Town Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

#### **14. Contract Terms and Conditions**

The contract between the Department and a contractor will follow the format specified by The Town and contain the terms and conditions set forth in the Draft Contract Appendix. However, the Town reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Town discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The Town through its evaluation team, the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed requiring a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract appendix strongly enough to propose alternate terms and conditions despite the above, the Offeror must propose specific alternative language. The Town may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The Town and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

#### **15. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The Town.

#### **16. Contract Deviations**

Any additional terms and conditions that may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The Town and the Offeror selected and shall not be deemed an opportunity to amend the proposal.

#### **17. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in NC General Statutes or associated state procurement standards.

#### **18. Right to Waive Minor Irregularities**

The Town reserves the right to waive minor irregularities. The Town also reserves the right to waive mandatory requirements, if all of the otherwise responsive proposals failed to meet the same mandatory requirements.

#### **19. Change in Contractor Representatives**

The Town reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The Town, adequately meeting the needs of The Town.



## **20. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The Town written approval prior to the release of any information that pertains to the work or activities covered by this procurement and Town contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

## **21. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of The Town. If the RFP is cancelled, all responses received shall be deleted or destroyed by the Town.

## **22. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of The Town.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The Town's prior written permission.

## **23. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. Communication is entirely the responsibility of the Offeror.

## **24. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Town of Princeville, the Offeror acknowledges that the version maintained by the Town shall govern.

## **25. Letter of Transmittal**

Offeror's proposal must be accompanied by a Letter of Transmittal that must be **completed** and **signed** by the individual authorized to contractually obligate the company or individual submitting a proposal, identified in #2 below.

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number

2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (A response to B and/or C is only required if the responses differ from the individual identified in A)
3. Describe any relationship with any other entity (such as Town, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
4. Be signed and dated by the person identified in #2 above; attesting to the Town of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organization's acceptance of the Section V Evaluation Factors, and (c) receipt of all amendments to the RFP

**Failure to respond to ALL items as indicated above, may result in Offeror's disqualification.**

## **26. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its principals who enter into a contract with any state agency or local public body for professional services, tangible personal property, services, or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company or individual submitting a proposal:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Town, Town Manager, or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offer nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of the subsequent Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or

civily charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Town Manager or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Town may terminate the involved contract for cause.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through Town of Princeville's Town Manager's email, [gknight@townofprinceville.com](mailto:gknight@townofprinceville.com). The Offeror need only submit one single electronic copy of submitted proposal (including both Scope of Work and Budget Proposal Proposal). Any electronic files that exceed the 5 Mb limit may be submitted via file transfer link.

#### C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files for electronic copy proposals:

##### 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- A. Signed Letter of Transmittal
- B. Proposal Summary
- C. Response to Contract Terms and Conditions
- D. Offeror's Additional Terms and Conditions
- E. Response to Specifications (**except Budget Proposal information which shall be included ONLY in Budget Proposal**)
  1. Organizational Experience
  2. Organizational References

F. Other Supporting Material (if applicable)

**Budget Proposal:**

1. Completed Budget Proposal Form

#### **IV. SPECIFICATIONS**

##### **A. DETAILED SCOPE OF WORK**

The Contractor, Consultant shall assist the Town of Princeville's Finance Department, with accounting services for the Town's state and federal grant awarded funds relative to grant accounting and financial analysis of multiple grants in accordance with federal and state government regulations consisting of the Office of Management and Budget Guidance for Grants and Agreements, Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Generally Accepted Accounting Principles (GAAP), Budget Proposal Principles, and Audit Requirements for Federal Awards, State of North Carolina Audit Regulations, State of North Carolina required accounting principles, Grant Program Handbooks, State Procurement Code, and the Town of Princeville policies and procedures.

**Assignment 1:** Provide weekly on-site or remote internal audit and analysis of all state and federal grant programs and their files to ensure federal, state, and local compliance relative to each active awarded grant year and specified requirements.

**Assignment 2:** Provide weekly support to Town staff on all required grant program reports and supporting financial documentation.

**Assignment 3:** Provide weekly analysis of QuickBooks accounting financial reports and the detailed transactions for each grant's period of performance regarding allowable expenses, payroll, accounts receivables, and reimbursements.

**Assignment 4:** Provide full support services for the annual Single Audit and prepare of any necessary reports.

**Assignment 5:** Provide as needed recommendations regarding the Town's grant business processes, internal controls, accounting systems, policies & procedures, and documentation requirements for all state and federal grant programs.

**Assignment 6:** Administer weekly all state and federal grants relative to guidance, analysis, and processing of required reports, file maintenance, documentation, payments, reimbursements, accounting entries, procurements, and file maintenance.

**Assignment 7:** Other Weekly or as Needed Responsibilities for grant accounting compliance.

- Interacting weekly with Town Staff,
- Performing necessary accounting trainings or presentations,
- Attending all required grant related trainings and meetings,
- Monitoring weekly all reimbursements, drawdowns, and cash flow,
- Establishing any new grants or reimbursements,
- Monitoring weekly expenditure and revenue activities,
- Analyzing and processing financial data within the QuickBooks grant related ledger, project accounting, general billing, accounts receivable, and cash management activities,
- Providing weekly analysis of grant projects' cash needs, draw funds, and issued invoices,
- Generating monthly financial reports for all required reporting mandates and for analysis,

- Establishing Finance Department deadlines, run reports, prepare balance sheets and schedules, and relaying information to Finance Department for financial statement preparation.
- Examining financial statements to ensure that they are accurate and comply with state and federal laws and regulations,
- Organizing and maintaining financial records and files both electronically and hardcopy (repository),
- Assessing financial operations and make best-practices recommendations to Town Manager and Finance Director,
- Suggest ways of improving operations,
- Providing as needed support services for the annual single audit, Town audit, Local Government Commission (LGC) as well as State and federal monitoring visits, and annual independent audits,
- Preparing any grant related corrective action plans,
- Preparing and maintaining hardcopy grant files and electronic QuickBooks financial project grant ledgers
- Preparing Monthly and Fiscal Year End reconciliations for all grants,
- Overseeing the accounting and financial reporting of grants to ensure consistent and compliant financial reporting,
- Evaluating, recommending, developing, and maintaining financial models and systems to account for grants, to facilitate the annual audit and state and federal-level auditing and reporting,
- Enhancing or developing controls where necessary, moving from an environment of detective and compensating controls to one of preventive controls.
- Interfacing with independent audit firm.
- Developing and providing training for Town staff or departments in areas of financial management, accounting structure, and reporting policies and procedures.
- Evaluating and testing financial and accounting operations to assure adequacy and user compliance,
- Evaluating Government Accounting Standard pronouncements and developing compliant accounting policies and procedures while assisting with Town implementation.

Commented [CT1]:

Commented [CT2R1]: not sure what this word is??

Commented [CT3]:

Commented [CT4]:

Commented [CT5]:

Commented [CT6R5]: not sure what this word is

## B. TECHNICAL SPECIFICATIONS

### 1. Organizational Experience

Offeror must:

- a) provide a detailed description of relevant grants consulting and accounting experience with local or state government. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider/consultant of accounting services for state and federal grant programs awarded funds as it pertains to grant accounting and financial analysis of multiple grants in accordance federal and state government regulations with Office Management, Budget Guidance for Grants and Agreements, Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Generally Accepted Accounting Principles (GAAP), Budget Proposal Principles, and Audit Requirements for Federal Awards, State of North Carolina audit requirements,

State of North Carolina required Accounting Principles, Grant Program Handbooks, State Procurement requirements, and the Town of Princeville policies and procedures. All accounting services specifically for state and federal grants provided to private sector will also be considered.

- b) provide a resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as employees of the contractor who will be providing the services identified with the detailed scope of work. Offeror must include key personnel education, work experience and applicable certifications/licenses.

## **2. Organizational References**

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, Town, state, or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Town or state government entity
- b) Project or Services description including initial and final budget
- c) Project or Services dates (starting and ending)
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Town or state entity project manager name, telephone number and e-mail address

## **3. Response to Scope of Work**

Offeror must provide a brief response to each assignment (1 through 7) within the Detailed Scope of Work in Section IV. A. SPECIFICATIONS. The response should include the position and title that best suits each assignment (1 through 7).

# **C. BUSINESS SPECIFICATIONS**

## **1. Letter of Transmittal**

The Offeror's proposal **must** be accompanied by the Letter of Transmittal.

## **2. Cost**

Offerors must complete the Budget Proposal including personnel fee rates and anticipated hours estimates.

# **V. EVALUATION**

## A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category

Evaluation Factors	Points Available
Organizational Experience	30
Organizational References	15
Response to Scope of Work	30
Letter Of Transmittal	Responsive or Non-responsive
Budget Proposal	25
<b>TOTAL POINTS AVAILABLE</b>	<b>100</b>

Evaluation Point Summary

## B. EVALUATION FACTORS

### 1. Organizational Experience (30 points)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise, and knowledge; and of personnel education, experience, and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

### 2. Organizational References (15 points)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Town reserves the right to consider all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.

### 3. Response to Scope of Work (30 points)

Points will be awarded based upon the Offerors thoroughness and clarity of each response



to the anticipated assignments (1-7) in Section IV or suggestions or suitable amendments to the anticipated assignments.

**4. Letter of Transmittal**

Responsive or non-responsive. No points assigned.

**5. Budget Proposal (25 points)**

The evaluation of each Offeror's budget proposal is based on both current staff rate schedule with proposed hours per staff member and estimated annual project budget.

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated herein the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Town Manager or designee may contact the Offeror for clarification of the responses as specified therein.
3. Responsive proposals will be evaluated on the factors in Section IV and point value system. The responsible Offerors with the highest scores will be selected as finalists based upon the proposals submitted. Interviews may be conducted of finalists, but interviews are not required for the successful completion of this procurement. Any serious deficiency in a response to any one factor may be grounds for rejection regardless of overall score.



## BUDGET PROPOSAL APPENDIX

### *Grant Accounting Consulting Services for Federal and State Grants*

1. Please list a title/position, description, quantity, and hourly rate for personnel that will provide these services defined in the scope of work Section IV. A.

Title/Position (Example: Accountant, Financial Spec., etc.)	Description (of assignments 1 through 7 title/position will provide)	Quantity (Hours per week)	Hourly Rate
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

2. All amounts provided must include all labor, materials, equipment, transportation, training, and profit to provide the services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Estimate Year 1: (03/1/2022 thru 06/30/2022) Price: \$ \_\_\_\_\_

Estimate Year 2: (07/01/2022 thru 06/30/2023) Price: \$ \_\_\_\_\_

Estimate Year 3: (07/01/2023 thru 06/30/2024) Price: \$ \_\_\_\_\_

Estimate Year 4: (07/01/2024 thru 06/30/2025) Price: \$ \_\_\_\_\_

Note: The Town recognizes that some weeks or work product deliverables will vary in time and effort required by the selected vendor. Therefore, the annual estimates should be considered general not to exceed limits for the times of performance noted.

**NON-COLLUSION AFFIDAVIT**  
*Complete, Sign and Return with your proposal.*

I hereby affirm that: I am the \_\_\_\_\_ (insert title)  
and the duly  
authorized representative of \_\_\_\_\_ (insert  
organization's  
name) whose address is \_\_\_\_\_

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or compensation in the attached proposal or of any other Offeror, or to fix any overhead, profit or Budget Proposal element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Town of Princeville, North Carolina or any person interested in the proposed Contract; and
4. The price or compensation quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

*Complete, sign and return with your proposal.*

The Town of Princeville policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of Town contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of North Carolina statutes and include a full disclosure of all potential organization conflicts of interest with the Proposal.

In addition to the Accounting Consulting Services for Federal and State Grant Funds, each key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the Town's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Offeror and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the Offeror makes an immediate and full written disclosure to the Town that includes a description of the action that the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Town may, at its discretion, cancel the contract for the Project. If the Offeror was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the Town, the Town may terminate the contract for default.

The Town may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, \_\_\_\_\_ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Accounting Consulting Services for Federal and State Grant Funds Contract for the duration of this firm's involvement in the Accounting Consulting Services for Federal and State Grant Funds contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Accounting/Consulting Services for Federal and State Grant Funds contract.

I certify that this firm will keep all Accounting/Consulting Services for Federal and State Grant Funds contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the Town of Princeville has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Accounting/Consulting Services for Federal and State Grant Funds contract. I understand that if this firm leaves this Accounting/Consulting Services for Federal and State Grant Funds contract before it ends,

this firm must keep all contract information confidential. I agree to follow any instructions provided by the Town relating to the confidentiality of the Accounting/Consulting Services for Federal and State Grant Funds contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the Town Manager immediately if I or another person within this organization either learn or have reason to believe that any person who has access to the Accounting Consulting Services for Federal and State Grant Funds contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company or Individual Name:

Authorized Representative/Title:

Phone Number:

Fax Number:

E-mail Address:

Signature:

Date:

The above information is subject to verification by the Town of Princeville. If the Town finds a misrepresentation, the bid may be automatically disqualified from the procurement process, or the contract may be canceled.

## DRAFT CONTRACT APPENDIX

### TOWN OF PRINCEVILLE PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the Town of Princeville, North Carolina, hereinafter referred to as the "Town," and NAME OF CONTRACTOR, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

#### 1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor/Consultant shall assist the Town of Princeville's Finance Department, Grants Division with accounting services for its state and federal grant programs awarded funds as it pertains to grant accounting and financial analysis of multiple grants and their life cycles in accordance with federal and state government regulations consisting of the Office of Management and Budget Guidance for Grants and Agreements, Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Generally Accepted Accounting Principles (GAAP), Budget Proposal Principles, and Audit Requirements for Federal Awards, State of North Carolina Model of Accounting Principles (MAPs), Grant Program Handbooks, State Procurement requirements, and the Town of Princeville policies and procedures.

**Assignment 1:** Provide on-site internal audit and analysis of all state and federal grant programs and their files to ensure federal/state/local compliance as it pertains to each active awarded grant year and their specified requirements.

**Assignment 2:** Provide guidance to Town staff on all required grant program reports and supporting financial documentation.

**Assignment 3:** Analysis of the Munis accounting financial reports and their detail transactions for each grant's period of performance regarding allowable expenses, payroll, accounts receivables, and reimbursements

**Assignment 4:** Assist with the preparation of the Single Audit and the preparation of the annual audit and other required reports.

**Assignment 5:** Review and provide recommendations regarding the Town's grant business processes, internal controls, accounting system, policies & procedures, and documentation requirements for all state and federal grant programs.

**Assignment 6:** Assist with the administration of state and federal grants pertaining to guidance, analysis, and processing of required reports, documentation, payments, reimbursements, accounting entries, procurements, and file maintenance.

**Assignment 7:** Other Responsibilities as Assigned

- Interacts with department Town Staff
- Prepare trainings and presentations

- Attend trainings and meetings
- Monitors grant reimbursements, drawdowns, and cash flow
- Establish new grant accounts and monitors expenditure and revenue activities
- Analyzes and processes financial data within the QuickBooks Financial grant accounts general ledger, project accounting, general billing, accounts receivable, and cash management modules
- Analysis grant project's cash needs, draw funds, and issued invoices
- Generates financial reports for a variety of reporting requirements and for analysis
- Establish departmental deadlines, runs reports, prepares balance sheets and schedules, and relay information to Town Manager and Finance Director for financial statement preparation.
- Examine financial statements to ensure that they are accurate and comply with state and federal laws and regulations
- Organize and maintain financial records/files both electronically and hard copy (repository)
- Assess financial operations and make best-practices recommendations to management
- Suggest ways to reduce costs, enhance revenues, and improve operations
- Assists with the annual single audit, Local Government Commission (LGC) inquiries, monitoring visits, and independent audits,
- Assist with any Town's Audit Corrective Action Plan
- Prepare Monthly and Year End grant reconciliations

## 2. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, excluding/including gross receipts tax and expenses, shall not exceed (AMOUNT) for the term of this Agreement.

- 1) The Town shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work. All amounts provided must include all labor, materials, equipment, transportation, training, and profit.

- Option Year 1: (03/01/2022 thru 06/30/2022) Price: \$ \_\_\_\_\_
- Option Year 2: (07/01/2022 thru 06/30/2023) Price: \$ \_\_\_\_\_
- Option Year 3: (07/01/2023 thru 06/30/2024) Price: \$ \_\_\_\_\_
- Option Year 4: (07/01/2024 thru 06/30/2025) Price: \$ \_\_\_\_\_

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Town. All invoices MUST BE received by the Town no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Town finds that the services are not acceptable,

within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the Town that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Town shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE TOWN. This Agreement shall terminate on date unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

In accordance with NCGS, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NC GS.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Town's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Town is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Town or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement, or other crime due to misuse of Town funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE Town's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. **Termination Management.** Immediately upon receipt by either the Town or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Town; 2) comply with all directives issued by the Town in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Town shall direct for the protection, preservation, retention or transfer of all property titled to the Town and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Town upon termination and shall be submitted to the Town as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Town Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Town Council, this Agreement shall terminate immediately upon written notice being given by the Town to the Contractor. The Town's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Town proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Town and are not employees of the Town. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Town vehicles, or any other benefits afforded to employees of the Town because of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the Town unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Town.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Town. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Town.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Town, its officers, and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Town.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Town and shall be delivered to the Town no later than the termination date of this Agreement. Nothing developed or produced, in whole or in



part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**11. Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of NCGS.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Town relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Town if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Town and notwithstanding anything in the Agreement to the contrary, the Town may immediately terminate the Agreement.

**Commented [RNC7]:** While this section is permissible to eliminate conflicts, there is no "government conduct act" as a separate act in NC general statutes. Therefore, the reference to this act should be deleted.

**12. Amendment**

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by all parties hereto and all other required signatories.

B. If the Town proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in herein, or to agree to the reduced funding.

**Commented [RNC8]:** There is no "government conduct act" as a separate act in NC general statutes. Therefore, the reference to this act should be deleted.

**13. Entire Agreement**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this agreement shall control.

**14. Penalties for violation of law**

North Carolina GS imposes civil and criminal penalties for violations of law. In addition, the North Carolina criminal statutes impose felony penalties for illegal bribes, gratuities,

and kickbacks.

**15. Equal Opportunity Compliance.**

The selected Contractor agrees to abide by all federal and state laws and rules and regulations, and Princeville Town Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of North Carolina, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**16. Applicable Law.**

The laws of the State of North Carolina shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a North Carolina court of competent jurisdiction in accordance with North Carolina General Statutes. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of North Carolina over all lawsuits arising under or out of any term of this Agreement.

**17. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Town.

**18. Professional Liability Insurance.**

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the North Carolina General Statutes. The Contractor shall furnish the Town with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

**19. Other Insurance**

If the services contemplated under this Agreement will be performed on or in Town facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Town as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the Town of Princeville their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned

automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits** insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the Town as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**20. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and Budget Proposal of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Town. The Town shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Town to recover excessive or illegal payments.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Town from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Town.

**22. North Carolina General Statutes**

Any liability incurred by the Town of Princeville in connection with this Agreement is subject to the immunities and limitations of the North Carolina General Statutes.

No provision in this Agreement modifies or waives any provision of the North Carolina General Statutes.

**23. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**24. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**25. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Town: Town Manager  
Attn: Dr. Glenda Knight  
201 S. Main St.  
Princeville, NC 27886  
Email: [gknight@townofprinceville.com](mailto:gknight@townofprinceville.com)

To the Contractor: [insert name, address, and email].

**26. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

TOWN OF PRINCEVILLE:

CONTRACTOR:

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
NAME

DATE: \_\_\_\_\_

\_\_\_\_\_  
TITLE

DATE: \_\_\_\_\_  
CRS# \_\_\_\_\_

ATTEST: \_\_\_\_\_

Jessica Rudd, TOWN CLERK

