



## **Request for Qualifications**

**RFQ # 004-25**

**Onslow County Personnel Study**

**Issued By:**

**Onslow County Purchasing Department  
234 NW Corridor Blvd.  
Jacksonville, NC 28540  
Phone: (910) 455-1750**

**Date of Issue: August 20, 2025**

**Due Date: September 19, 2025, 2:00PM**

## KEY INFORMATION SUMMARY SHEET

### *Request for Qualifications*

RFQ #004-25 Onslow County Personnel Study

<b>RFQ Issue Date:</b>	August 20, 2025
<b>Deadline for Questions:</b>	12:00 noon on August 28, 2025
<b>Mailing address to submit proposals:</b>	Onslow County Purchasing Department Attn: Christina Russell, Purchasing Division Manager 234 NW Corridor Blvd. Jacksonville, NC 28540
<b>Responses Due:</b>	September 19, 2025 no later than 2:00PM

August 20, 2025

RE: **Request for Qualifications, RFQ No. 004-25  
Onslow County Personnel Study**

To Whom It May Concern:

The County of Onslow is seeking qualifications from qualified firms to provide a detailed Personnel study for all County Departments. This study will focus on the current and projected Personnel needs for the next 5 years based on criteria of each department and positions.

Attached you will find a Request for Qualifications (RFQ) which identifies the minimum requirements of the RFQ.

In order to be considered, all Submittals must be sealed and submitted, in writing, no later than **2:00 PM (EST) September 19, 2025. No qualifications will be accepted after this time.** Firms mailing qualifications should allow delivery time to ensure timely receipt of their submittal. The responsibility for getting the qualifications to the Onslow County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the consulting firm. The County will in no way be responsible for delays caused by any occurrence. Sealed submittals may be hand carried or mailed to:

ONSLow COUNTY PURCHASING DEPARTMENT  
Attention: Christina Russell  
234 NW Corridor Blvd.  
Jacksonville, North Carolina 28540

**Any questions pertaining to this Request for Qualifications must be submitted in writing no later than 12:00 PM on August 28, 2025.** Questions will be emailed to: [Christina\\_Russell@onslowcountync.gov](mailto:Christina_Russell@onslowcountync.gov)

Any changes or modifications to this Request for Qualifications will be transmitted in writing through an addendum. It will be the responsibility of the Proposer to ensure that all addenda have been received.

The County encourages participation by small, minority, and woman-owned businesses. Onslow County reserves the right to waive any informalities, to reject any and/or all submittals, and to accept any submittal which in its opinion may be in the best interest of the County.

No submittal will be received or accepted after 2:00 PM, EST, September 19, 2025. Late submittals will be deemed invalid and returned unopened to the Consultant.

Thank you,

Christina Russell, CLGPO  
Purchasing Division Manager

**REQUEST FOR QUALIFICATIONS  
FOR ONSLOW COUNTY  
Personnel Study**

**I. INTRODUCTION**

The County of Onslow is inviting interested firms, licensed in the State of North Carolina, to submit their qualifications for consideration to provide staffing analysis services in a county-wide personnel study.

**II. SCOPE OF SERVICES**

Firm will conduct a comprehensive staffing assessment of the County's Departments workforce and current demand levels.

The Firm will provide a complete future staffing assessment that aligns with the County's 5-year strategic plan and the County's forecasted population.

Provide an analysis of the current services including workload, scheduling, training, service levels, etc. and detect any areas for improvement.

The Firm will conduct site visits, tours, and interviews for each department.

A data analysis for the County population forecasts, calls for service, assignments, overtime, and working reports will need to be obtained.

Firm will need to prepare and provide a final report of their findings. The report will need to list each Departments findings separately as well as include a summary report providing overall findings including recommendations within the County.

**III. SUBMISSION**

A. Submittals: Submit one (1) original hard copy and submit one (1) electronic copy (pdf format) on a thumb drive included in the submittal envelope. Submittals shall be sealed and marked "RFQ # 004-25, Onslow County Personnel Study". Sealed submittals will be received no later than **2:00 PM EST, on September 19, 2025**, at the Office of the Onslow County Purchasing, 234 NW Corridor Blvd., Jacksonville, NC 28540. The original hardcopy submittal and the electronic version on thumb drive must be received by the time and date stated above.

B. Qualification packages may be hand-delivered or mailed. If the submittal is sent by mail or commercial express, the Respondent shall be responsible for actual delivery of the qualification package to the proper county office before the deadline. All submittals become property of the County. Request for Qualification packages will not be accepted via fax machine or internet e-mail.

C. Each Proposer is responsible for determining that all addenda issued by Onslow County has been received before submitting their qualifications.

D. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm to ensure that their proposal is received by the Purchasing Department personnel before the deadline indicated above.

E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit responses. The County of Onslow reserves the right to waive any informalities, to reject

any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of the County.

- F. Qualification packages may be withdrawn by written request prior to submittal deadline.

#### IV. PREPARATION

- A. Firms are to submit qualification packages which present their qualifications and understanding of the services to be performed. Emphasis should be placed on completeness of services offered and clarity of content. All submittals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the firm's qualification package, or if the package fails to conform to the requirements of the RFQ, the County will be the sole judge as to whether that variance is significant enough to reject the firm's submittal.
- B. Qualification packages should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. Onslow County does not expect nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other non-projected related material. **Brevity will be appreciated.** Submittals shall be limited to 50 pages, double sided 8 ½ x 11, minimum 12-point font. Covers and dividers do not count in the 50 pages total.
- C. Firms requiring clarification or interpretation of this RFQ shall make a written request, which shall reach the Onslow County Purchasing Department no later than the date and time for submittal of written questions (see Section V, paragraph C).
- D. Any interpretation, correction or change of this RFQ will be made by Addendum. Addenda will be mailed or delivered to all who are known by the County Purchasing Department to have received a complete set of RFQ documents. It is the responsibility of the firm to ensure that all Addenda were received.
- E. All submittals shall provide a straightforward, concise description of the firm's ability to satisfy the requirements of the RFQ.
- F. Qualification packages should be bound in a single volume where practical. All documentation submitted with the offer should be bound in that single volume.
- G. In addition to the transmittal letter, the Non-Collusion Affidavit must be signed by a principal of the firm or an officer of the corporation duly authorized to bind the corporation.
- H. If any offer includes comments over and above the specific information requested in this RFQ such comments must be included as a separate appendix.
- I. The firm is solely responsible for all costs and expenses associated with the preparation of the submittal and of any supplementary presentation (including any oral presentation) if requested by County.
- J. Qualification Packages must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the qualification.

**V. GENERAL TERMS AND CONDITIONS**

**A. NON-COLLUSION AFFIDAVIT**

Each qualification package must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

**B. ADDENDA/CHANGES**

Any additions, deletions, modifications or changes made to this RFQ shall be processed through the Onslow County Purchasing Department. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of any contract resulting from this RFQ.

**C. QUESTIONS**

Questions concerning this RFQ should be directed to:

Onslow County Purchasing Department  
Attn: Christina Russell  
234 NW Corridor Blvd.  
Jacksonville, NC 28540  
Telephone (910) 455-1750  
E-mail: Christina\_Russell@onslowcountync.gov

**All questions pertaining to this RFQ must be submitted in writing no later than 12PM, EST on August 28, 2025.**

Only written questions will be considered formal. **Any information given by telephone will be considered informal.** Any questions that the County feels are pertinent to all proposers will be mailed as an addendum to the RFQ. Fax and e-mail messages will be treated as written questions.

**D. PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.**

**E. MINORITY BUSINESSES**

The County of Onslow encourages all businesses, including DBE, minority, and women-owned businesses to respond to all Request for Qualifications.

F. **AWARD/CONTRACT TIME**

No part of this solicitation is to be considered part of a contract nor are any provisions contained herein to be binding of Onslow County.

Award shall be made to the responsible firm whose qualifications are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the RFQ.

The County wishes to enter into an agreement with one firm which will be responsible for the work associated with this RFQ.

A notice of contract award is anticipated by November 2025 or earlier. The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firms for each specified project.

G. **CONTRACT DOCUMENT**

The successful firm will be required to enter into a consulting services agreement.

H. **SUBCONSULTANTS**

If any subconsultants will be used for the various projects, the successful firm shall provide the Purchasing Division Manager a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant.

The successful firm shall not substitute other subconsultants without the written consent of the County.

The successful firm shall be responsible for all services performed by subconsultants as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time the County determines that any subconsultant is incompetent or undesirable, the County shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any subconsultant and the County of Onslow.

It shall be the successful firms' responsibility to ensure that all terms required in the attached contract are incorporated into all subcontracts.

I. **INSURANCE**

The selected firm shall purchase and maintain in force, at his own expense, such insurance as will protect the firm and the County, to include professional liability (E&O), from claims which may arise out of or result from the firm's execution of the work, whether such execution be by himself, his employees, agents, subcontractors/engineers, or by anyone

for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, and the general public from any and all claims for injury and damage resulting by any actions on the part of the firm or its forces as enumerated above. See Sample Contract for additional information regarding insurance coverages and limits.

The selected firm shall furnish a copy of an original Certificate of Insurance, naming the County of Onslow as an additional insured. Should any of the policies be canceled before the expiration date, the issuing company will provide thirty (30) days written notice to the certificate holder. The firm shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Onslow County Purchasing Division Manager and shall require and show evidence of insurance coverage on behalf of any subcontractors/engineers (if applicable), before entering any agreement to sublet any part of the work to be completed under this contract.

## **VI. STATEMENT OF QUALIFICATIONS REQUIREMENTS**

Interested firms desiring to provide services should include the following with their Statement of Qualifications. In order to evaluate responses efficiently and equitably, responses must be tabbed as identified below. Failure to submit this information may render your proposal non-responsive.

### **Tab 1: Introduction: Company Information**

- Firm's name and business address, including telephone, email address, website address.
- The type of firm (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- Year established. Include former firm/company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the firm's authorized negotiator. The person identified must be empowered to make binding commitments for the firm.
- Letter of Interest

### **Tab 2: Qualifications of the Firm**

- Provide an organizational chart, resumes, and summary of staff qualifications. Provide a list of staff members and resumes of those persons who will be assigned to work with the County on the project. Include an Organizational Chart but do not include resumes or list of personnel who will not be assigned to these projects.
- General Qualifications Statement (summary of the firm's ability to perform "Scope of Services" outlined within the RFQ.
- Names of outside consultants (sub-consultants) who would be involved to provide services required for these projects. Provide a one-page synopsis for each consultant to include the following information:
  - Individual's proposed role in the project.
  - A resume or brief description of the individual's previous experience as it relates to his/her role in the project.
  - For any proposed subconsultants, indicate how long your firm has worked with the sub-consultant on previous projects.

**Tab 3: Past Experience**

- List and describe your firm’s previous experience over the last five (5) years that are applicable to the proposed project. For each project listed, the information should include:
  - Name and location of the project and the date the work was completed.
  - Name and telephone number of the facilities maintenance director or staff person whom your firm worked with on the project (projects references).
  - Name of the project manager assigned to each listed project.
  - Total dollar amount of the work performed.
  - Number of change orders and total amount of change orders.

**Tab 4: Current Projects/Project Schedule**

- List of current ongoing projects. Include: Project start date; expected completion date, total project cost, your ability to devote staff resources to complete this project.
- Provide a timeline detailing the pre-event planning (based on hours/days after contract award).

**Tab 5: Hourly Rates**

- Provide a description of hourly rates along with an estimated percentage of total work to be performed by each pay classification listed.
- Provide a list of all reimbursable expenses, including but not limited to, travel, per diem rates, copies, etc.

**Tab 6: Other Requirements**

- Information concerning any pending, ongoing, or prior litigation within the last 10 years.
- In order to be considered responsive for this RFQ, the firm must include the following information:
  - Willingness to affiliate with DBE, minority or women-owned businesses (“M/WBE”).
  - Identify any sub-contractible work that could be performed by minority firms.
  - Name and address of the DBE and M/WBE firms that are anticipated to perform the sub-contractible work.
- Submission of a proposal indicates acceptance by the firm of the terms, conditions, and requirements described in this RFQ unless clearly and specifically noted in the submittal. Any and all exceptions/deviations to the required Scope of Services shall be documented on a separate page.

**Tab 7: Forms: Notarized when required**

- E-Verify
- Certification Regarding Debarment and Suspension
- Non-Collusion Affidavit
- Responder's Certification Form

**VII. EVALUATION PROCESS:**

Following the deadline for submittal of qualifications, a review of the submitted qualifications will be by a selection committee established by the County. The selection committee will review, analyze and rank all submittals based on their response to the information requested. The selection shall be made in order of preference based on criteria established herein.

**If desired, the selection committee may short list the number of qualified firms. The County reserves the discretion to determine the number of firms that will be on the short list.** The County may engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Interviews are not anticipated; however, the selection committee may schedule interviews if required in the selection process. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The selection committee may conduct discussions with the firm(s) submitting responses regarding the contract and shall select from among the firm(s) deemed most qualified to provide the required services. At the discretion of the County, the discussions with the firm(s) may consist of written questions and responses, and/or Personnel interviews with members of the firm(s). If Personnel interviews are required by the County, the persons proposed to be responsible for performing the work required herein shall attend the interview. If requested, firms should be prepared to submit financial status information, which shall be held in confidence.

The County will negotiate a stipulated sum fee for basic services and a rate schedule to be utilized for additional services and contingent additional services with the most qualified firm at a compensation which is considered to be fair and reasonable to the County. These rates shall include all disciplines (example: architect, project manager, engineers, administrative staff, etc.). In making this decision, the County will take into account the established value, general scope, the complexity, and the professional nature of the services to be rendered. Should the County be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated.

Negotiations will then proceed with the remaining ranked firms in the same manner until an agreement is reached, unless it is determined by the committee that it is in the best interest of the County that the process be terminated or modified.

The County of Onslow reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a

contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

#### **VIII. SELECTION PROCESS**

The included criteria, but not limited to, may be used in the evaluation of qualification packages for development of a shortlist to be considered for potential negotiations. These criteria are not necessarily listed in order of importance.

- Firms qualifications and experience including location of offices and related staffing
- Firms understanding of the project objectives
- Previous work experience of similar projects and demonstrated experience in the design and construction of public facility buildings
- Proposed staff, including sub-engineers, proposed to perform the work
- Financial stability of the consultant
- Demonstration of Quality Control: Demonstrated systematic approach to quality assurance and interdisciplinary coordinator methodologies throughout the various phases of design and construction administration.
- Demonstration of Cost Control: Demonstrated experience implementing cost saving measures that effectively maximized the utilization of funding from a variety of sources and minimized unnecessary expenses while achieving desired results.
- The ability of the consultant to begin work immediately and complete the projects in a timely manner.
- References: Evaluation of comments received from referenced previous clients

#### **IX. CONTACT POLICY**

After the date and time established for receipt of qualifications by the County, any contact initiated by any firm with any County representatives, other than the Purchasing Division Manager listed herein, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this qualification process.

**RESPONDER'S CERTIFICATION FORM**

**RFQ 004-25**

I have carefully examined the Request for Qualifications and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional design consultant services for Onslow County in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: \_\_\_\_\_

BY: (printed name) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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

**ACKNOWLEDGEMENT OF ADDENDA**

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____

**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
County of Onslow

**RFQ No. 004-25**

\_\_\_\_\_, being first duly sworn, deposes and says that:

- 1. He/She is the \_\_\_\_\_ (title) of \_\_\_\_\_ (firm’s name), the responder that has submitted the attached response;
- 2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Such response is genuine and is not a collusive or sham response;
- 4. Neither the said responder 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 other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Onslow or any person interested in the proposed contract; and

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**NOTARIZE**

Subscribed and sworn to before me,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

(Seal if Corporation)

Title: \_\_\_\_\_

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

**NOTARIZE**

SUBSCRIBED AND SWORN TO BEFORE ME,

This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW**

**AFFIDAVIT OF COMPLIANCE: E-VERIFY**

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

1. Firm understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 65 of the North Carolina General Statutes; and

2. Firm understands that "Employer", as defined in NCGS§64-25(4), are required by law to use E-Verify to verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.

3. Firm is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)

a. YES \_\_\_\_\_, or

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

4. Firm will ensure compliance with E-Verify by any subcontractors/subconsultants subsequently hired by Firm to perform work under Firm's contract with Onslow County.

5. Firm shall keep the County of Onslow informed of any change on its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

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

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

|||  
(Affix Official/Notarial Seal)

**NORTH CAROLINA  
ONslow COUNTY**

**CONSULTING CONTRACT**

**THIS CONTRACT** is made, and entered into this the    day of    , by and between the **COUNTY of ONslow**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), and    , (hereinafter referred to as “**CONSULTANT**”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

**1. SCOPE OF SERVICES.** CONSULTANT hereby agrees to provide the services under this Contract pursuant to the provisions identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.

**2. TERM OF CONTRACT.** The Term of this Contract for services is from    to    , unless sooner terminated as provided herein.

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

**3. RATE, SOURCES, AND METHODS OF PAYMENT.** CONSULTANT shall receive from COUNTY a sum not to exceed    Dollars (\$) as full compensation for the provision of Services. COUNTY agrees to pay at the rates specified for Services, satisfactorily performed, in accordance with this Contract. Unless otherwise specified, CONSULTANT shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

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

**5. TERMINATION OF CONTRACT.** This Contract may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Upon such termination, the parties shall be entitled to such additional rights and remedies, as may be allowed by relevant law. The COUNTY shall have the right to terminate this Contract at any time without cause so long as the COUNTY is not in breach of any of its material obligations hereunder. CONSULTANT shall be compensated in full for work completed. Termination of this Contract shall not form the basis of any claim for loss of anticipated profits by either party.

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

In addition, CONSULTANT shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally CONSULTANT shall maintain, at its expense, the following minimum insurance coverage:

\$250,000/\$500,000 – Professional Liability - Error and Omissions.  
Automobile Liability \$100,000 Bodily Injury per Person /\$300,000 Bodily Injury per Accident / \$50,000  
Property Damage per Accident, or  
\$300,000 Automobile Liability Combined Single Limit Bodily and Property Damage

CONSULTANT, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONSULTANT. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONSULTANT shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under the Contract.

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

**8. OWNERSHIP OF WORK.** All Work and any documents prepared by the CONSULTANT for or on account of this Contract shall be the owned by the COUNTY, and the COUNTY shall have all common law, statutory and other reserved rights, including copyright.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the COUNTY's reserved rights.

**9. SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign its interest in this Contract without the written consent of the COUNTY.

**10. COMPLIANCE WITH LAWS.** CONSULTANT represents that it is in compliance with all Federal, State, and local laws, regulations or orders including, Executive Order 11246, as amended or supplemented, which is hereby incorporated by reference. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

**11. GOVERNING LAW.** Unless otherwise specified, this contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this contract shall be commenced in the appropriate division of the General Court of Justice in Onslow County, North Carolina.

**12. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONSULTANT provides the services to the County utilizing a subcontractor, CONSULTANT shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

**13. IRAN DIVESTMENT ACT.** CONSULTANT certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each CONSULTANT to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

**14. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The CONSULTANT certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONSULTANT to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

**15. GOOD STANDING WITH COUNTY.** CONSULTANT certifies that it is not delinquent on any taxes, fees, or other debt owed by CONSULTANT to COUNTY. CONSULTANT covenants and agrees to remain current on any taxes, fees, or other debt owed by CONSULTANT to COUNTY during the Term of this Contract.

**16. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail as follows:

**COUNTY OF ONSLOW  
ATTN:**

**CONSULTANT:**

**17. AUDIT RIGHTS.** For all work being performed under this contract, the COUNTY has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties, although the CONSULTANT must make the materials to be audited available within one (1) week of the request for them.

**18. ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Onslow County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

**19. NO PLEDGE OF TAXING AUTHORITY:** No deficiency judgment may be rendered against COUNTY or any agency of COUNTY in any action for breach of a contractual obligation under this contract. The taxing power of the COUNTY is not pledged directly or indirectly to secure any monies due under this contract.

**20. NO WAIVER OF GOVERNMENTAL IMMUNITY; VIOLATION OF LAW:** Except for waiver of governmental immunity resulting from the execution of a valid contract, COUNTY makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory, or state constitutional prohibition, then such provision(s) shall be unenforceable against COUNTY.

**21. SAFETY.** CONSULTANT and its employees will observe the posted safety requirements of the COUNTY and those required by law. CONSULTANT is responsible for the safety of its employees at all times while on the COUNTY's premises.

**22. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONSULTANT for any expenses paid or incurred by CONSULTANT unless otherwise agreed in writing.

**23. EQUIPMENT.** CONSULTANT shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

**24. ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONSULTANT and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

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

**26. EXISTENCE.** CONSULTANT warrants that It is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Contract.

**27. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONSULTANT below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONSULTANT. This Contract, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

**SAMPLE COPY**

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Consulting Contract to be executed by their duly authorized office or agent.

**Reviewed by Department Head**

\_\_\_\_\_

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

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

\_\_\_\_\_  
Onslow County Finance Officer

Requisition #

**CONSULTANT**

By: \_\_\_\_\_

Printed Name:

Title:

**ONSLOW COUNTY**

By: \_\_\_\_\_

Printed Name:

Title:

**“ATTACHMENT 1” to follow**

**Attachment 1**  
**Scope of Services**

CONSULTANT, in exchange for the compensation paid by COUNTY under this Contract, shall provide the following services: