

TOWN OF HOLLY SPRINGS, NORTH CAROLINA
REQUEST FOR PROPOSALS
RFP# 2026-0306 Audit Services
Issue Date: February 4, 2026
Due Date: March 06, 2026 by 2:00 PM

I. PURPOSE

The Town of Holly Springs is requesting proposals from qualified independent auditors (hereinafter called “auditor”) having sufficient governmental accounting and auditing experience in performing an audit in accordance with the specifications outlined in this Request for Proposal (RFP) to submit a proposal.

II. SCOPE

Type of Audit

1. The audit will encompass a financial and compliance examination of the Town’s Annual Comprehensive Financial Report (ACFR) in accordance with the laws and/or regulations of the State of North Carolina, which include requirements for the minimum scope of the audit. The financial and compliance audit will cover federal, state and local funding sources in accordance with generally accepted auditing standards; Government Auditing Standards, July 2018 revisions; the provisions of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and the Audit Requirements for Federal Awards (Uniform Guidance), the State Single Audit Implementation Act, and all other applicable laws and regulations.
2. The scope of the audit and all fee quotes presented should include all approved and known pronouncements through the date of proposal submission. This includes, but is not limited to, Governmental Accounting Standards Board (GASB) statements and Government Auditing Standards. Although some pronouncements will not be in effect until after the first year of the audit, estimates for future years should include pronouncements that will become effective during that contract period. The audit firm will be expected to advise appropriate Town staff on the applicability of accounting and reporting standards as they become effective. These services must be included in the base fee quote.
3. The financial audit opinion will cover the financial statements for the governmental activities, the business-type activities, each major fund and the remaining funds’ information, which collectively constitutes the basic financial statements. The combining and individual financial statements, schedules, and related information are not necessary for fair presentation, but will be presented as additional analytical data. This supplemental information, as required by GASB 34, will be subjected to the tests and other auditing procedures applied in the audit of the basic financial statements, and an opinion will be given as to whether the supplemental information is fairly stated in all material respects in relation to the basic financial statements taken as a whole. The auditor shall express an opinion on the budgetary comparison information for the General Fund, and annually budgeted major and special revenue funds. An opinion will not be given on the Management’s Discussion and Analysis.

The working papers shall be retained and made available upon request for no less than three years from the date of the audit report.

4. The audit will also include the following:
 - a. Pre-planning conference with Finance staff where both the auditor and Finance staff discuss their expectations of the audit.
 - b. Interim audit work prior to final close.
 - c. Attendance at the Town Council meeting in November or December for presentation of the financial statements by a Manager or Partner of the Audit Staff with comments and potential questions from Town Council as requested.
5. The audit should encompass all funds and entity-wide activities as reported in the Town's Annual Comprehensive Financial Report (ACFR) at June 30, 2025 and any additional funds or entity-wide activities that may be added subsequent to that date.
6. If required, the audit firm will issue a management letter to the Town Council after completion of the audit and assist management in implementing recommendations, as is practical. Town staff also request that an informal letter be addressed to the Finance Director with any efficiency, internal control or accounting improvements that could be made based on the audit staff's observation during their fieldwork. All content must be discussed with the Finance Director prior to issuance.
7. The Town's staff may require the auditor's guidance or input on the completion of certain schedules/documents as to proper format and content, so that they can be used in the audit process as well as inclusion in the Town's financial statements. Guidance may be required for new note disclosures, all outstanding and effective authoritative standards and other reporting requirements at June 30 year-end. Cost for providing these services should be included in the auditor's base fee quote and will not be considered extra for additional billings. In cases, however, where services requested would require a more in-depth scope and require work significantly above the original fee quote, such additional fees must be negotiated prior to commencement of work.

Auditor Requirements

The audit firm is considered to be an independent contractor and will be wholly responsible for the services and the supervision of its employees and permitted sub-contractors.

A planning meeting will be held each year to determine schedules that the Town will be responsible for preparing. Estimated time frames will be established and interim audit work will be planned. Adequate notification will be given prior to any changes in estimated times.

The Town's audit engagement must be conducted in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards, 2018 revisions, issued by the Comptroller General of the United States; and if applicable, the U. S. Office of Management and Budget's (OMB) Uniform Guidance and, if applicable, the State Single Audit Implementation Act, and any other applicable procedures for the audit of a local government's financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP).

By accepting this engagement, the auditor warrants that they have met the requirements for a peer review and continuing education as specified in Government Auditing Standards. The auditor must provide a copy of their most recent peer review report with their proposal.

The Town's staff will prepare all standard year-end accruals and government-wide year-end adjusting journal entries. The Financial Statement Preparer will prepare an electronic draft of the Annual Comprehensive Financial Report (ACFR) by mid-October. The Town shall designate an individual, such as the Finance Director, with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee these services and accept responsibility for the results of the services performed. The Town's management will ultimately be responsible for the preparation and fair presentation of the financial statements, which includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements. The Town will need the assistance of the Financial Statement Preparer for the preparation and proofing of the Basic Financial Statements. The Town's Finance Director will prepare the MD&A. The auditor will communicate all recommendations, revisions and suggestions for improvement to the Finance Director. The Finance Director will complete the review of the comments as expeditiously as possible. Once all issues for discussion are resolved and the auditor provides opinions and compliance reports, the Finance Director will deliver the final electronic draft of the ACFR to the auditor. The auditor will complete and submit the necessary Single Audit information to the Federal Audit Clearinghouse on behalf of the Town.

Meeting Local Government Commission (LGC) deadlines is a high priority for the Town. The Town prefers year-end fieldwork begin by mid-to-late August and must be completed by late September. An agreed upon post-closing trial balance must exist by September 30. The Finance Director will expect a listing of requested information needed for the audit at the preplanning conference, periodic conferences during the conduct of the audit, as well as an exit conference prior to the completion of fieldwork.

The timing of the above should ensure final completion and issuance of the Financial Statements/ACFR no later than October 31.

The auditor is responsible for electronically submitting the required data input sheet and the final ACFR as a text-based PDF file to the LGC when (or prior to) submitting the final invoice for audit services rendered to the Commission. The Town will coordinate the preparation, printing and distribution of the ACFR.

In the event that circumstances arise during the audit that require work to be performed in excess of the original estimates, any additional costs will be negotiated prior to commencement of the work and an amended contract will be approved by the Town Council and forwarded to the staff of the LGC for approval.

Either the manager or partner of the audit staff is required to present and attend the Town Council's meeting in which the audit report is presented. Required communications to the Council can be delivered at this point, as well as general comments regarding the audit process and the results of the audit. Finance staff will coordinate this presentation and determine the date and time of the meeting, typically held in November or December following the audit completion.

Description of the Town and Its Accounting System

Reference should be made to the most recent ACFR for a general overview of the Town. A copy of the most recent ACFR is located on the Town's website, at the following link.

<https://www.hollyspringsnc.gov/Search?searchPhrase=acfr&pageNumber=1&perPage=10&departmentId=-1>

Funds

The Town of Holly Springs maintains the following funds:

Governmental Funds:

General Fund
Powell Bill Fund
Law Enforcement Special Separation Allowance (Non-Trust) Fund
PayGo Fund
Debt Service Fund
Capital Project Funds:
Street and Sidewalk Projects Fund
Street Reserve Fund
Parks and Recreation Projects Fund
Parks and Recreation Reserve Fund
Town Building Projects Fund
Special Revenue Funds:
Emergency Telephone System Fund
Grants and Special Revenue Fund

Proprietary Funds – Enterprise Funds:

Utility Fund
Utility Debt Service Fund
Utility Reserve Fund
Water Projects Fund
Wastewater Projects Fund
Utility PayGo Fund
System Development Fee Fund
Stormwater Management Fund
Stormwater Reserve Fund
Stormwater Projects Fund

Fiduciary Fund:

OPEB Trust Fund

Grants, Entitlements, and Shared Revenues

A copy of the Schedule of Expenditures of Federal and State Awards and a Summary of Auditor’s Results showing the major programs for the year ended June 30, 2025 can be found in the ACFR located on the Town’s website.

Budgets

The Town’s annual budget is adopted for General Fund, Debt Service Fund, Emergency Telephone System Fund and Enterprise Funds. Multi-year project ordinances are adopted for the Capital Project Funds. All budgets are prepared using the modified accrual basis of accounting. All appropriations are made at the departmental level. The Town also maintains an encumbrance system. Both the budgetary and encumbrance systems are integrated with the accounting system to provide comparison with actual expenditures.

Accounting Records

The Town maintains all its accounting records at the finance office located at 128 S. Main Street, Holly Springs, NC 27540. All accounting journals and subsidiary ledgers are maintained on Tyler Technologies’ New

World ERP software.

Assistance Available to Auditor

The Town will designate an individual that understands the services to be provided in accordance with GAGAS §3.73 (GAGAS 2018 Revision).

The Town will make available to the auditor sufficient help to pull and re-file records and prepare necessary confirmations. An electronic version of the trial balance with budgeted amounts will be made available in late August/early September. The following accounting procedures will be completed and documents prepared by the Town's staff no later than early September, date TBD.

The general ledger will be fully balanced.

All subsidiary ledgers will be reconciled to control accounts.

All bank account reconciliations for each month will be completed.

The Town's personnel will prepare the following items:

General

1. Working Trial Balance for each fund.
2. Working Statement of Revenues, Expenditures, and Transfers for each fund.
3. General Ledger transaction detail report for each account.
4. A copy of the original budget, all amendments, and the final budget as of June 30, 2026.
5. A copy of all project ordinances and all amendments for active projects during the audit period.
6. A copy of board policies, including travel policies, investment policies, debt policies, fund balance policies and purchasing policies including how the pre-audit process is performed.
7. Copies of all Town Council meeting minutes.
8. Copies of all correspondence with the staff of the Local Government Commission, including semiannual Cash and Investment Reports (LGC-203), unit letters, letters regarding the audited financial statements and compliance reports for the previous year.
9. Required Supplementary Information for the ACFR, e.g. actuarial information for the Law Enforcement Officers' Separation Allowance and Other Postemployment Benefits (OPEB).

Cash and Investments

1. All bank reconciliations for each month.
2. List of outstanding checks by account, showing check number, date, and amount.
3. Schedule of investments for all funds at the audit date, showing book value and estimated market value at fiscal year-end.

Receivables

1. Reconciliation of unpaid property taxes totaled by year as of fiscal year end.
2. Listing of outstanding receivables by account as of the fiscal year end.
3. Listing of outstanding receivables in detail as of the fiscal year end.

Other Assets

1. Schedule of insurance coverage.

Capital Assets

1. Listing of capital assets by function and activity with supporting schedule of changes in capital assets and supporting detail of additions, retirements and transfers.
2. Capital asset acquisitions during the audit year and CIP placed in service.
3. Capital asset dispositions during the audit year.
4. Depreciation expense for the audit year, and allocation of depreciation among functional areas.

Current Liabilities

1. Schedule of accounts payable and accrued liabilities.
2. Schedule of encumbrances.
3. Schedule of accrued payroll.
4. Schedule of retainages payable.

Long-Term Debt

1. Computation of the compensated absences liability as of the audit date.
2. Debt Schedule for each debt issue and related payments.

Grants

The following will be compiled for each grant:

1. Grant agreement.
2. Grant Budget.
3. Schedule of Expenditures of Federal and State Awards.
4. Correspondence with the grantor agency, including monitoring reports.

5. Federal Assistance Listing number and/or pass-through grantor's number.

Size and Complexity of the Town

Personnel/Payroll

Number of full-time employees	478
Frequency of payroll	Bi-weekly plus 2 monthly payrolls

Property Tax - Collected by Wake County

Total dollar amount of most recent year's collections	\$ 44,431,309
Total dollar amount of FY25 levy	\$ 44,479,500

Purchasing

Number of purchase orders issued in FY25	675
--	-----

Adopted Budget FY26

General Fund	\$ 65,131,081
Debt Service Fund	\$ 17,713,816
Utility Fund	\$ 31,135,985
Utility Debt Service Fund	\$ 4,977,892
Stormwater Management Fund	\$ 1,731,737

III. CONTRACT SPECIFICATIONS

Audit Contract - Period and Payment of Audit Fees

The Town intends to continue the relationship with the auditors for no less than three years starting with the fiscal year ending June 30, 2026. Based on cost estimates discussed below, the Town is requesting bids for a three-year period. Continuation after the first-year contract will be based on an annual review of the auditor, recommendation of the Town's staff, satisfactory negotiation of terms (including price), and availability of an appropriation. Each year after negotiation has taken place, an annual contract documenting the terms of the audit will be signed. Since one governing board may not obligate future governing boards, the remaining years of the agreement are subject to annual governing board approval. After the initial three-year period, an annual extension may be granted by the Town. The years identified under this RFP are:

- July 1, 2025 to June 30, 2026
- July 1, 2026 to June 30, 2027
- July 1, 2027 to June 30, 2028

The current version of the form "Contract to Audit Accounts" (form LGC-205) is required to be executed as the contract document; however, the auditor and the Town may also execute an engagement letter and/or a Town contract to include additional terms not addressed in the LGC-205. The entire audit contract package must be approved by the staff of the LGC. Invoices are subject to approval by the LGC prior to payment by the Town. Interim or progress billings for services rendered marked approved by the LGC will be paid up to 75% of the total fee prior to submission of the final audited financial statements to the staff of the LGC. The final 25% of the audit fees (final invoice) will be paid when the financial statements, single audit (if applicable), management letter and amended contract (if applicable) have been reviewed or approved by the LGC.

The LGC only approves invoices for audit-related work. Requests for payment related to any additional agreed upon procedures or AFIR work do not require LGC approval. Final invoices for these services will be paid after the final report results and findings have been reviewed and deemed satisfactory by Town staff.

IV. SCHEDULE

The following table shows the schedule of events for the conduct of this solicitation.

DATE / TIME	EVENT
February 4, 2026	Issuance of RFP by the Town.
February 13, 2026 by 5:00 p.m.	Deadline for respondents to submit written questions.
February 23 , 2026 by 5:00 p.m.	Deadline for Town’s answers to question submissions.
March 6, 2026 by 2:00 p.m.	Proposals due from respondents.
Occurring on or after March 9, 2026	Evaluations, Selection, and Contract Award

V. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be submitted electronically, via email, to the contact listed below by the response due date. Please reference the solicitation name and number in the email’s subject line. Upon receipt, all responses and supporting materials become property of the Town and are subject to public record. Proposals submitted after the stated due date and time will NOT be accepted and deemed non-responsive.

To: Purchasing Division at purchasing@hollyspringsnc.gov
Subject: RFP# 2026-0306 Audit Services_[Firm name]

Format

Proposals must be submitted electronically, via email, in two separate pdf attachments for sections 1 and 2.

The Town reserves the right to request additional information deemed necessary to aid in the selection process. Failure to provide such information may preclude further consideration of the proposal.

Content

Proposals must satisfy the criteria outlined below to be responsive to this solicitation.

Failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, may disqualify the bid. Firms must be registered with the North Carolina State Board of CPA Examiners.

Section 1 - Profile of the Firm

The first section should address the requested information below. The corresponding responses should begin with the numbers listed below for the requested information.

1. Indicate the audit firm's North Carolina office location(s) that will handle the audit.
2. Indicate the number of people (by level) located within the audit firm's local office that will handle the audit.
3. Provide a list of the audit firm's local offices, current and prior government audit clients, indicating the type(s) of services performed and the number of years served for each.
4. Indicate the experience of the local office in providing additional services to government clients by listing the name of each government, the type(s) of service performed, and the year(s) of engagement.
5. Describe your audit organization's participation in AICPA-sponsored or comparable quality control programs (peer review). Provide a copy of the firm's current peer review.
6. Describe the professional experience in governmental audits of each senior and higher-level person assigned to the audit, the years on each job, and their position while on each audit. Indicate the percentages of time each senior and higher-level personnel will be on site.
7. Describe the relevant experience and education with the new GASB reporting requirements, seminars and courses attended within the past three years. Courses in governmental accounting and auditing should be clearly communicated.
8. Describe the professional experience of assigned individuals in auditing relevant government organizations, programs, activities, or functions (e.g., utilities, grant compliance, capital projects, etc).
9. Describe any specialized skills, training, or background in public finance of assigned individuals. This may include participation in state or national professional organizations, speaker or instructor roles in conferences or seminars, or authorship of articles and books.
10. Provide names, addresses, and telephone numbers of personnel of current and prior governmental audit clients who may be contacted for a reference.
11. Describe the firm's Statement of Policy and Procedures regarding Independence under Government Auditing Standards (Yellow Book), July 2018 Revision. Provide a copy of the firm's Statement of Policy and Procedures.
12. Is the firm adequately insured to cover claims? Describe liability insurance coverage arrangements.
13. Describe any regulatory action taken by any oversight body against the proposing audit organization or local office.
14. Comment on your knowledge of and relationship with the NC Local Government Commission and the University of North Carolina School of Government in Chapel Hill.

Section 2 – Audit Approach

This section should consist of completed cost estimate sheets, which will include the following information:

1. Type of audit program used (tailor-made, standard government or standard commercial)
2. Use of statistical sampling
3. Use of automated processes and internal control testing methods
4. Use of computer audit specialists
5. Organization of the audit team and the approximate percentage of time spent on the audit by each member
6. Information that will be contained in the management letter
7. Assistance expected from the government's staff, if other than outlined in the RFP
8. Tentative schedule for completing the audit within the specified deadlines of the RFP
9. Specify costs using the format below for the audit year July 1, 2025 to June 30, 2026. For the subsequent audit years, list the estimated costs. The cost of the audit for the year ending June 30, 2026 is binding, while the second and third years are estimated costs. Cost estimates must indicate the basis for the charges and whether the amount is a "not-to-exceed" amount.
 - a) Audit firm personnel costs – Itemize the following for each category of personnel (partner, manager, senior, staff accountants, clerical, etc.) with the different rates per hour.
 - i. Estimated hours – categorize estimated hours into the following:
 1. Interim - on-site work or virtually
 2. Year-end - on-site work or virtually
 3. Work performed in the auditor's office
 - ii. Rate per hour
 - iii. Total cost for each category of personnel and for all personnel costs in total
 - b) Travel – itemize transportation and other travel costs separately
 - c) Cost of supplies and materials – itemize
 - d) Other costs - completely identify and itemize
 - e) If applicable, note your method of determining increases in audit costs on a year-to-year basis

10. Please list any other information the firm may wish to provide

11. Please include the "Summary of Audit Cost Sheet" with your proposal

VI. QUESTION INSTRUCTIONS

Respondents shall submit all questions, in writing, to the contact listed below and by the deadline in the procurement schedule. When submitting questions, please reference the solicitation name and number, as well as the page and section, if applicable.

Bidders may not have communications, verbal or otherwise, concerning this RFP with any Town personnel or officials, other than the persons listed in this section

Doreen Muentener, Assistant Finance Director
RFP# 2026-0306 Audit Services
doreen.muentener@hollyspringsnc.gov

VII. RESPONSES TO QUESTIONS & ADDENDA

Responses to question submissions and addenda (if applicable) will be posted the Town of Holly Springs website at the following hyperlink: <https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals>. It is suggested that you sign up for email updates at the bottom of the webpage to ensure you receive all relevant information, as it is posted. It is the respondent's responsibility to ensure they have received, reviewed, and understand all posted addenda.

VIII. EVALUATION

Proposals will be reviewed by an evaluation committee designated by the Town and per the proposal evaluation criteria defined below. The committee may engage in discussions with respondents to determine in greater detail the respondent's qualifications, explore the respondent's scope and nature of the required contractual services, learn the respondent's proposed method of performance, and facilitate contract negotiations.

Proposals will be evaluated on the following major categories:

- Qualifications and Experience
- Cost Effectiveness and Value
- Acceptance of the Terms of the Contract

IX. CONTRACT AWARD

The standard of award is the proposal that best meets the criteria set forth in this solicitation and is deemed most advantageous to the Town. Contract award is subject to approval by Town Council. All respondents will be notified of the contract award decision via email.

X. DISCLOSURES

Town's Rights and Options.

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

- To supplement, amend, substitute, or otherwise modify this solicitation, including the schedule,

- or to cancel this solicitation, at any time;
- To require any respondent to supplement or clarify its bid or provide additional information relating to its response;
- To investigate the qualifications, experience, capabilities, and financial standing of each respondent submitting a bid;
- To waive any defect or irregularity in any bid received;
- To reject any or all bids;
- To share the bids with Town employees and contractors, in addition to the evaluation committee, as deemed necessary by the Town;
- To award all, none, or any part of the services and enter into contracts with one or more of the respondents deemed by the Town to be in the best interest of the Town, which may be done with or without re-solicitation;
- To discuss and negotiate with any respondents their bid terms and conditions, including but not limited to financial terms; and
- To terminate discussions and negotiations with any respondent at any time and for any reason.

Accuracy of Solicitation and Related Documents.

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

If a respondent identifies potential errors or omissions in this or any other related documents, the respondent should immediately notify the provided contacts of such potential discrepancy in writing. The Town may issue a written addendum if it determines correction is necessary.

Expense of Bid Preparation.

The Town accepts no liability and respondents will have no actionable claims for reimbursement of any costs or expenses incurred while participating in this solicitation process. This includes expenses and costs related to bid submission, submission of written questions, attendance at Prebid conference, contract negotiations, or activities required for contract execution.

Vendor Inclusion

The Town’s vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all vendors. The Town provides an email alert option to allow vendors optimal notice and access to all solicitations as they are posted. This can be found on the Town of Holly Springs website at the following hyperlink: <https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals>.

Dispute Resolution Process

No services shall be delayed or postponed pending the resolution of any dispute unless Town otherwise agrees in writing. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought exclusively in the General Court of Justice of North Carolina sitting in Wake County, North

Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. For any amount in controversy in excess of \$15,000 the Contractor shall participate in the Town's dispute resolution process which shall be considered part of Basic Services or Scope of Work unless specifically agreed otherwise herein. The Town's dispute resolution process is to engage in prelitigation mediation under the rules of Mediation for Superior Court notwithstanding the amount in controversy.

Confidentiality

Responses to the solicitation will become public records and, therefore, will be subject to public disclosure after contract award. However, North Carolina General Statutes Section 132-1.2 provides a method for protecting some documents from public disclosure. If the Consulting firm follows the procedures prescribed by those statutes and designates a document confidential or trade secret, the Town will withhold the document from public disclosure to the extent that is entitled or required to do so by applicable law, and will return the document after selection.

Equal Employment Opportunity

The Town of Holly Springs does not discriminate in administering any of its programs and activities. The firm awarded the contract for work must have a written policy and will be required to ensure that no person shall be denied employment, fair treatment or be discriminated against on the basis of race, sex, gender, religion, age, national origin, or handicap.

Minority/Women/Small Business Enterprise

It shall be the practice of the Town of Holly Springs to provide minority-owned, women owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors with fair and reasonable opportunity to participate in the Town's business opportunities including but not limited to employment, construction development projects, and material/services consistent with the laws of the State of North Carolina. The policy of the Town prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve all claims of such discrimination.

Good Faith Efforts.

The Town will make a good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, where applicable, and to recruit and select small business entities. The governmental entity shall not limit or otherwise preclude any respondent from submitting a response so long as the respondent, itself or through its proposed team, is properly licensed and qualified to perform the work defined by this solicitation.

Contracting

Any installment financing agreement or other contract shall be construed and enforced in accordance with the laws of the State of North Carolina. Any controversy or claim arising because of contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Wake County, North Carolina.

Conditions and Limitations

The Town expects to select a consulting firm from the bids submitted but reserves the right to reject

any or all responses to the solicitation, to advertise for new responses, or to accept any response deemed to be in the best interest of the Town. A response to this solicitation should not be construed as a contract nor an indication of a commitment of any kind on the part of the Town nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract. The Town will reserve the right to dismiss any part or all of the contracted team when, in the Town's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members

PROPOSAL CERTIFICATION

Proposers

Signature _____ **Date** _____

By Signing above, I Certify that I have carefully read and fully understand the information contained in this RFP; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign the Proposal on behalf of my organization.

BY (Printed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____