



HARNETT COUNTY
FINANCE/PURCHASING

REQUEST FOR PROPOSALS (RFP) FOR
HARNETT COUNTY PUBLIC LIBRARY

**PROPOSALS FOR LIBRARY MOBILE OUTREACH VEHICLE (BOOKMOBILE)
FOR COUNTY OF HARNETT LIBRARY
RFP NO: LIB-09082025**

DUE DATE: OCTOBER 17, 2025 BY 2:00 P.M.
OPENING DATE: OCTOBER 17, 2025 AT 2:30 P.M.

LOCATION: Harnett County Public Library
455 McKinney Parkway
Finance Conference Room, 2nd Floor
Lillington, NC 27546

QUESTIONS: Renea Warren-Ford
Harnett County Finance Office
Email: purchasing.support@harnett.org
Office: (910) 814-6101

U.S. MAIL, FAXES OR E-MAILS ARE NOT ACCEPTED FOR THIS QUOTE.

THE COUNTY OF HARNETT RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS RECEIVED, OR TO SELECT THE PROPOSAL WHICH, IN OUR OPINION, IS IN THE BEST OVERALL INTEREST OF THE COUNTY.

COURIER OR HAND-DELIVER PROPOSALS IN A SEALED ENVELOPE.

TO: Harnett County Resource Center and Library
Attention: Renea Warren-Ford
Procurement Manager
455 McKinney Parkway
Lillington, NC 27546

1. INTRODUCTION

The Harnett County Public Library System is comprised of the Main Library located in Lillington, as well as branch libraries located in Angier, Benhaven, Coats, Dunn, Erwin, Anderson Creek Primary School, and the Boone Trail Community Center. Headquarters is located at 455 McKinney Pkwy in Lillington, NC. The mission of the library is to welcome the Harnett County community to explore spaces where they can connect with resources, technology, and experiences that empower and inspire lifelong learning and growth.

Harnett County Public Library (HCPL) is issuing this Request for Proposals (RFP) to solicit qualified vendors for the design, customization, and delivery of a modern, accessible, and technology-equipped library mobile outreach vehicle (bookmobile). This initiative is part of HCPL's strategic efforts to expand access to library services across the County, especially to underserved, rural, and low-income populations.

The bookmobile will serve as a mobile branch, delivering books, media, technology services, and programming to community members who face barriers to accessing the library's physical locations.

2. PROJECT OVERVIEW

Harnett County has received a grant utilizing federal funds for the purchase of a vehicle upfitted for use as a mobile library outreach vehicle to be delivered no later than May 29, 2026. The manufactured vehicle will be brought to Lillington, NC by the successful bidder. Final inspection and acceptance will be by County personnel upon said delivery. The County is interested in viewing vehicle specifications, and the closeness of their conformance to our established specifications herein, and our library outreach program objectives. Final determination for the award of this contract belongs exclusively to the County. The County reserves the right to waive defects in responses that it deems immaterial.

3. REQUIRED QUALIFICATIONS

Vendors interested in responding to this solicitation must demonstrate their ability to successfully provide the required service outlined in the scope of work contained herein. Only proposals from qualified vendors meeting the requirements below shall be considered for an agreement.

4. PROJECT TIMELINE

The timeline supplied is tentative and is not binding upon the County.

Issue RFP	September 26, 2025
Deadline for written questions	October 3, 2025
Proposal submission deadline	October 17, 2025 by 2:00 p.m.
Estimated notification of selection	October 24, 2025
Estimated Agreement date	November 3, 2025

5. POINT OF CONTACT

Questions and correspondence regarding solicitations shall be directed to the Harnett County Procurement Manager contact for this solicitation:

Renea Warren-Ford
Procurement Manager
Harnett County Finance
Email: bids@harnett.org
Office: (910) 814-6101

All questions and written communication regarding this solicitation shall be permitted in writing (e-mail acceptable) to the point of contact above. The questions will be researched, and answers will be communicated to all known interested vendors.

6. SCOPE OF WORK

The scope of work outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the score is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this RFP.

Harnett County is currently accepting proposals to design and build up to a 25' truck-style vehicle for us as a mobile library outreach vehicle (bookmobile). The completed unit shall meet all applicable documents, publications, and standards in effect at the time of manufacture. These shall include, but not be limited to, all U.S. Department of Transportation (DOT) and Federal Motor Vehicle Safety Standards (FMVSS) requirements as applicable.

The following criteria/equipment must be met to comply with minimum specifications:

I. General

- a. No CDL required
 - b. Exterior length of vehicle approximately 22-25'
 - c. Interior load space minimum: 14-17' (length within truck body)
 - d. Exterior width maximum: 96"
 - e. Height maximum:
 - i. Interior: 83"
 - ii. Exterior: 146"
- II. Engine & Transmission
 - a. Minimum 3.5L V6
 - b. Automatic transmission
- III. Safety Equipment
 - a. Carbon monoxide and smoke detectors
 - b. Back-up alarm
 - c. Back-up camera
- IV. Upfitting Vehicle
 - a. Leveling/stabilizing system
 - b. Commercial grade generator
 - c. Exterior outlet
 - d. People counter
 - e. Collection storage to accommodate approximately 1,700 book volumes, including at least 4 portable book carts
 - f. Staff workstation with flip up desk, securable desk chair, and outlet
 - g. Wifi infrastructure to enable the bookmobile to act as a mobile hotspot
 - h. Basic graphics package of full vehicle

Alternate Configurations – Other vehicles that meet the needs specified above will be considered if there is information provided to justify suitability for the scope of work to be performed.

7. PROPOSAL SUBMISSION REQUIREMENTS

This Request for Proposal represents the requirements for an open and competitive process. Proposals are required to be submitted on or before 2:00 p.m. on Monday, September 8, 2025. Any proposal received after this date and time will not be considered. An official agent or representative of the company must sign all proposals by submitting a cover letter. The cover letter must also include the primary contact's name, phone number, and email.

To be considered, all proposals must be completed and submitted following these instructions and utilizing the Cost Proposal Worksheet that is provided to all confirmed participants. Vendors may also submit any additional documentation they would like to

support their proposal. Proposals not conforming to these requirements will not be considered.

The costs must be all-inclusive for parts, labor (internal and contracted), and fees for the delivered and fully equipped library mobile outreach vehicle (bookmobile). If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Any proposals, which call for outsourcing or contracting work, must include a name and description of the organizations being contracted.

Cost requirements for proposal submission: Costs for the bookmobile must be divided into the following areas and submitted via the Cost Proposal Worksheet provided herein. Vendors may include a more detailed cost proposal; however, the Cost Proposal Worksheet must be filled out completely showing the basic information requested.

Scaled Drawing(s): A rendering of the proposed layout of the bookmobile shall be provided inclusive of the specifications above.

Warranties/Service Agreements: All vendor and manufacturer warranty information must be provided. Vendors should also provide options and cost for any extended warranty and/or service agreement they offer and the nearest authorized service location(s) for warranty service including the name of the dealership, address, and phone.

Vendor Qualifications: Vendors must provide the following items as part of their proposal for consideration:

- a. Description of experience in designing and building a bookmobile
- b. Examples of similar vehicle projects completed with references; please provide at least three (3)
- c. Overview of the timeframe and major steps for completion of the project; production time and estimated delivery date must be specified

Exceptions: Submit all exceptions to this solicitation on separate pages. Each exception shall reference the RFP section number and briefly explain the reason for taking exception as appropriate. Vendor should note that the submittal of an exception does not obligate Harnett County to revise the terms of the RFP or agreement.

Appendix: Appendices may provide any additional information believed to be applicable to this proposal package; include such information in an Appendix section.

8. QUALITY AND WORKMANSHIP

The library mobile outreach vehicle (bookmobile) must be manufactured to high quality and workmanship standards such as, but not limited to:

- a. The bookmobile shall be free from defects that may impair its service ability or detract from appearance. The general appearance of the mobile health unit shall not show any evidence of poor workmanship.
- b. All bodies, systems, equipment, and interfaces with the chassis shall be done per the OEM's Body Builders Book.
- c. All components of bookmobile shall be new. Parts, equipment, and assemblies, which have been repaired or modified to overcome deficiencies, shall not be furnished without the approval of the purchaser.
- d. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances, and uniformity. Welded, bolted and riveted construction utilized shall be in accordance with the highest.
- e. To the extent practicable and consistent with law, provide a preference for the use of goods, products, and materials, produced in the United States (including but not limited to iron, aluminum, steel, and other manufactured products).

The following deficiencies shall be cause of rejection:

- a. Rough, sharp or unfinished edges, burrs, seams, corners, joints, cracks, and dents.
- b. Non-uniform panels. Edges that are not radiused, beveled, etc. Body panels or components that are uneven, unsealed, or contain cracks, dents or have voids.
- c. Paint runs, sags, orange peel, fisheyes, etc., and any other imperfection of lack of complete coverage of paints or coatings.
- d. Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing, etc. such as door, body panels, and hinged panels.
- e. Hoses, wiring or harness routed through panels and bulkheads without grommet or other protective insulation, routed across components in a manner allowing chaffing to occur or routed in such a manner to be damaged by the exhaust system.
- f. Improper electrical connections, or loose, vibrating, or abrading components.
- g. Interference of chassis components, body parts, doors, etc.
- h. Improperly supported or secured hoses, wiring harnesses, mechanical controls, etc., including interference with other components.
- i. Of any gas, vacuum, or fluid lines (air conditioning, coolant, oil, oxygen, etc.).
- j. Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction.
- k. Incomplete or improper welding, riveting, or bolting.
- l. Lack of uniformity and symmetry where applicable.
- m. Loose, vibrating, abrading body parts, components, subassemblies, hoses, wiring harnesses or trim. Noise, panel vibrations, etc.

- n. Improper body design that could cause injury during normal use or maintenance, and which fail to provide access to perform routine or mandatory repairs or maintenance on the mobile health unit electrical and mechanical systems. In addition, the improper combination of options which by their combination and installation are incompatible regarding function or safety.
- o. Sagging, non-form fitting upholstery or padding.
- p. Incomplete or incorrect application of rustproofing.
- q. Equipment malfunctions.
- r. Inadequate welding, riveting, bolting, or attachment of components.
- s. Visual deformities.
- t. Unsealed appurtenances or other body components, leaking gaskets, etc.
- u. Delamination of plastic composition materials.

Any deviation from specification requirements, manufacturer's standard production practice, or any other item, whether stipulated herein or not, that affects form, fit, function, finish, durability, reliability, safety, performance, or appearance shall be cause for rejection.

9. EVALUATION CRITERIA

Harnett County will award this contract based on the most responsible and responsive proposal received. Price is important, but price alone will not be the sole determination for an award. The determination for the award is the responsibility of Harnett County personnel. Issues such as conformance to the specifications contained herein, reference feedback, experience at similar projects, length of time in business, the quality of construction proposed, design details, warranty, and many other factors including price will be evaluated. Harnett County reserves the exclusive right to reject, for any reason at its sole discretion, the proposal of any vendor. By signing your RFP response proposal, you agree to the award criteria and process stated in this paragraph.

Harnett County will evaluate all proposals based on the following criteria. To ensure consideration for the RFP, your proposal should be complete and include the following:

- a. Overall Proposal Suitability: Proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
- b. Value and Cost: Bidders will be evaluated on the cost of their solution(s) based on the equipment produced and work to be performed in accordance with the scope of this project.
- c. Production Time and Delivery Date: Proposals will be evaluated based on the respondent's production time and the proposed delivery date.

10. PROJECT TIMELINE

Evaluations of proposals will be conducted within 4 days of bid opening. If additional information or discussions are needed with any vendor during the evaluation period, the vendor(s) will be notified.

Vendor selection will be completed not later than November 3, 2025, and all participating vendors will be notified immediately thereafter. Harnett County reserves the right to extend timelines if deemed necessary.

Final contract terms and conditions will be negotiated with the selected vendor. All contractual terms and conditions will be subject to review by Harnett County.

Equipment Construction Timeline: The timeline/schedule for the vehicle build phase of the project is negotiable, but delivery date for the mobile clinic must be no later than May 29, 2026.

Harnett County reserves the right to waive irregularities and to reject any or all bids. Harnett County also reserves the right to negotiate with the selected vendor in the event the price exceeds available funds.

Harnett County may consider informal any bid not prepared and/or not submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered.

11. CHECKLIST OF ITEMS TO BE RETURNED

To be considered all proposals must be complete and submitted following these instructions and utilizing the Proposal Worksheet. Vendors may also submit any additional documentation they would like to support their proposal. Proposals not conforming to these requirements will not be considered.

Due on or before 2:00 p.m. on October 17, 2025:

- a. Cover Letter signed by an authorized company representative with respondent contact information.
- b. Description of experience in designing and building a mobile library outreach vehicle (bookmobile) included in the cover letter or separate.
- c. Examples of similar vehicle projects along with 3 references including company name, contact name, contact email, and contact phone number.
- d. Scaled drawings depicting the submitted proposal illustrating the layout.
- e. Overview of end-to-end project timeline and major steps/ checkpoints with the estimated delivery date specified.

f. Completed Proposal Worksheet which must be filled out in its entirety and contains:

- Financial Quote
 - Base Vehicle cost, fees, standard equipment/features
 - Optional Accessories included in the proposal
 - Additional Options Offered
- Warranty Information
- Training Provided
- Timeframe for completion of the project
- Closest Authorized Service Location(s) noting name, address, phone number, and proximity to the client

12. PROPOSAL SUBMISSION AND QUESTIONS

This RFP is available to interested parties through the Harnett County contact office designated in Section 5 above. All requests for information concerning this RFP should be directed to the contact office designated above in writing via email to Renea Warren-Ford at bids@harnett.org by October 3, 2025. Please include Bookmobile RFP in the subject line.

Responses to this RFP are due by 2:00 p.m. on October 17, 2025. One (1) original and one (1) copy of the complete proposal must be mailed via FedEx, UPS or hand-delivered in a sealed envelope marked:

Harnett County Resource Center and Library
Attention: Renea Warren-Ford
Procurement Manager
455 McKinney Parkway
Lillington, NC 27546
RFP No. LIB-10172025

The selected proposer will enter into negotiations with Harnett County regarding the specific terms of an appropriate agreement. If agreement cannot be reached with a selected proposer within a reasonable time, Harnett County may reject that proposer and commence negotiations with one or more other proposers.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Harnett County reserves the right to terminate this solicitation prior to entering into any agreement with any qualified firm pursuant to this Request for Proposal, and by responding hereto, no firms are vested with any rights in any way whatsoever.

Harnett County reserves the right to reject any or all proposals for not complying with the terms of this RFP.

LIBRARY MOBILE OUTREACH VEHICLE (BOOKMOBILE) COST PROPOSAL FOR HARNETT COUNTY

All cost proposals must include the following at a minimum. However, vendors may include a more detailed cost proposal.

VEHICLE INFORMATION	
Vehicle Brand and Model:	
Model Year:	
BASE BID	
Vehicle chassis	\$
Interior options/conversions	\$
Exterior options (awning, etc.)	\$
HVAC	\$
Generators and power supplies	\$
Graphics/wrap package	\$
Safety equipment	\$
Wifi connectivity package	\$
Leveling/stabilizing system	\$
Wheel chair lift	\$
Warranties/services agreement options	\$
Other costs (title, delivery, training, etc – specify)	\$
Total Base Bid (Not to exceed)	\$

COST PROPOSAL CERTIFICATION

Bid is firm for _____ days (60 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor name:	
Contractor street address:	
City, State, Zip:	
Representative name:	
Representative title:	

Representative signature

Date

13. TERMS AND CONDITIONS

The terms and conditions contained in this section or, in the sole discretion of Harnett County, terms and conditions substantially similar to these terms and conditions, will be included in any contract or agreement that results from this RFP. As indicated in the criteria for selection of this RFP, anytime the awarded vendor is cited will henceforth be referred to as the "Vendor".

This RFP constitutes an invitation to make proposals to Harnett County. Accordingly, this RFP does not commit Harnett County to award a contract, or to procure, or to contract for services or supplies.

Notwithstanding any other provisions of this RFP, Harnett County reserves the right to award this contract to the Vendor(s) that best meets the requirements of the RFP, and not necessarily to the lowest Vendor. Harnett County reserves the right to accept or reject any or all proposals received as a result of this request to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the interests of Harnett County to do so. Harnett County reserves and, in its sole discretion, may exercise any or all of the following rights and options with respect to this RFP, any proposals and any related agreements, without incurring any liability to Vendors:

1. Vendor certifies that the individual or business entity named in this Agreement has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.
2. Harnett County reserves the right to determine whether to interview some or all of the Vendors, and to conduct such interviews privately.
3. Harnett County reserves the right to select and enter into a contract with the Vendor whose proposal best satisfies Harnett County's overall interests.
4. Harnett County reserves the right to select the proposal it believes to be most beneficial to Harnett County. Harnett County's decision-making and selection process will be discretionary and will be based on a variety of factors within its evaluation criteria.
5. Harnett County reserves the right to waive or extend deadlines.
6. Harnett County reserves the right to accept proposals in whole or in part.
7. Harnett County reserves the right to conduct investigations with respect to the qualifications of each Vendor, to make field investigations with respect to such proposals.
8. Harnett County reserves the right to request additional information from any Vendor.

9. Harnett County reserves the right to cancel this RFP at any time whatsoever with or without the substitution of another RFP.
10. Harnett County reserves the right to supplement, amend or otherwise modify this RFP.
11. Harnett County reserves the right to issue additional or subsequent RFPs with regard to the subject matter of this RFP.
12. Harnett County reserves the right to negotiate with any Vendor, or with all or none of the Vendors.
13. Harnett County reserves the right to request new or revised proposals, including monetary terms from any Vendor at any time.
14. Harnett County reserves the right to award to one or more vendors.
15. Preparation of a response to this RFP will be at the sole cost, expense and risk of the Vendor, with the express understanding and agreement of the Vendor, irrespective of whether it is selected, that it waives all claims whatsoever for reimbursement from Harnett County for any cost or expense incurred in the preparation of its proposal and any subsequent contract negotiation.
16. Each submitting Vendor expressly understands and agrees that this RFP is not, and shall not be construed as, an offer or an enforceable contract.
17. Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when sent via FedEx or UPS addressed as follows:

If to Harnett County Resource Center and Library:

Attn: Renea Warren-Ford
Procurement Manager
455 McKinney Parkway
Lillington, NC 27546

If to Vendor:

Street Address: _____
Attn: _____

18. Potential Vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
19. Alternative approaches and/or methods to accomplish the desired results of this procurement are solicited. However, proposals that materially alter the terms,

requirements, or scope of work defined by this RFP may be rejected as being non-responsive.

20. Proposals are considered irrevocable for a period of not less than 120 days following the date for submission of proposals.
21. All pricing submitted will be considered firm and fixed unless otherwise indicated herein.
22. All proposals should identify the proposed team of professionals, including those employed by subcontractors, if any, along with respective areas of expertise and relevant credentials. Vendors should also provide a description of the portion of the scope of work for which each of these professionals will be responsible.
23. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds and made at the discretion of Harnett County.
24. Awarding this RFP is based on the Evaluation Criteria set forth in this RFP. Vendors are advised, however, that all materials and ideas submitted as part of this proposal and during the performance of any award shall be the property of and owned by Harnett County, which may use any such materials and ideas.
25. Harnett County, North Carolina, shall be the proper place of venue for suit on or in respect to any resulting Agreement. This Agreement and all of the rights and obligations of the parties there under and all of the terms and conditions there under shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of North Carolina.
26. At any time during the term of any resulting Agreement and for a period of four (4) years thereafter Harnett County or a duly authorized audit representative of Harnett County at its expense and at reasonable times, reserves the right to audit the Vendor's records and books relevant to all services provided under this Agreement. In the event such an audit by Harnett County reveals any errors/overpayments by Harnett County, the Contractor shall refund Harnett County the full amount of such overpayments within thirty (30) days of such audit findings, or Harnett County, at its option, reserves the right to deduct such amounts owing Harnett County from any payments due to the Vendor.
27. To the extent applicable to any resulting Agreement, in accordance with Section 1861(v)(1)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., the Contractor agrees to allow, during and for a period of not less than four (4) years after the Agreement term, access to any resulting Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United

States, the U.S. Department of Health and Human Services and its duly authorized representatives.

28. Vendor, consistent with its status as an independent vendor, will carry at least the following insurance in the form, with the companies and in the amounts (unless otherwise specified) as Harnett County may require:

- a. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limit of not less than One Million Dollars (\$1,000,000) per accident or disease. Policies must include All States Endorsement and a waiver of all rights of subrogation and other rights against the University;
- b. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal and Advertising Injury, Completed Operations/Products Liability, Medical Expenses, Interest of Employees as additional insurance and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) per occurrence on an occurrence basis;
- c. Commercial Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage;

29. Vendor will deliver to Harnett County:

- a. Evidence satisfactory to Harnett County in its sole discretion, evidencing the existence of all the insurance promptly after the execution and delivery hereof and prior to the performance or continued performance of any services to be performed by Vendor hereunder from or after the date of this Agreement; and
- b. Additional evidence, satisfactory to Harnett County in its sole discretion, of the continued existence of all required insurance not less than thirty (30) days prior to the expiration of any required insurance. If, however, Vendor fails to pay any of the renewal premiums for the expiring policies, Harnett County will have the right to make the payments and set-off the amount thereof against the next payment coming due to the Vendor under this Agreement. Such insurance policies, with the exception of Workers' Compensation and Employer's Liability, will name and the evidence will reflect Harnett County as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to Harnett County, giving Harnett County the right to pay the premium to maintain coverage.

30. The insurance policies required in any resulting Agreement will be kept in force for the periods specified below:

- a. Commercial General Liability Insurance, and

- b. Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services have been fully performed and accepted by Harnett County in writing.
- 31. Except when defined as part of the Work, Vendor will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of Harnett County or the name of any Harnett County employee or referring to the Agreement or the engagement of Contractor as an independent contractor of Harnett County, or the purchase of goods or services by Harnett County, without the prior written approval of Harnett County. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials must be directed to Harnett County's Manager of Public Relations and Marketing.
- 32. Vendor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.
- 33. If this Agreement requires Vendor's presence on Harnett County's premises or in Harnett County's facilities, Vendor agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable Harnett County's rules and policies, including, without limitation, those relative to privacy, personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.
- 34. Vendor confirms that neither Vendor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Vendor shall provide immediate written notification to Harnett County if, at any time prior to award, proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when Harnett County executes this Agreement. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to the other remedies available to Harnett County, Harnett County may terminate this Agreement for default by Vendor.

35. Vendor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.
36. Vendor is aware of, is fully informed about, and in full compliance with its obligations under the Equal Employment Opportunity Act (EO 11246; 41 CFR Part 60)
37. Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.S. §7401 et seq, as applicable.
38. Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq, as applicable.
39. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded using federal funds by Harnett County in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
40. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Vendors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

41. Vendors to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For the purposes of this section, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

42. To the fullest extent permitted by law, Vendor will and does hereby agree to indemnify, protect, defend with counsel approved by Harnett County, and hold harmless Harnett County and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents (collectively "indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees), and other claims of any nature, kind, or description (collectively "claims") by any person or entity, arising out of, caused by, or resulting from Contractor's performance under this agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Vendor, anyone directly employed by contractor or anyone for whose acts Vendor may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any indemnitee has by law or equity.

In addition, Vendor will and does hereby agree to indemnify, protect, defend with counsel approved by Harnett County, and hold harmless indemnitees from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by Vendor, or the use by indemnitees, at the direction of Vendor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for infringement, Harnett County will promptly notify Vendor and Vendor will be given the opportunity to negotiate a settlement. In the event of

litigation, Harnett County agrees to reasonably cooperate with Vendor. All parties will be entitled to be represented by counsel at their own expense.

14. PRICING AND DELIVERY SCHEDULE

Proposal of:

(Vendor Company Name)

To: Harnett County

Ref: Library Mobile Outreach Vehicle (Bookmobile)

RFP No: LIB-10172025

Having carefully examined all the specifications and requirements of the RFP and any attachments thereto, the undersigned proposes to furnish as required pursuant to the above-referenced Request for Proposal upon the terms quoted below. By submission of this bid I understand that the County intends to use LSTA funds to procure this mobile unit.

Respectfully submitted,

Proposer: _____

By: _____

(Authorized signature for vendor)

Title: _____

Date: _____

15. EXECUTION OF OFFER

By signature hereon, Vendor represents and warrants the following:

Proposer acknowledges and agrees that (1) this RFP is a solicitation of a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Vendor in response to the RFP will not create a contract between Harnett County and Vendor; (3) Harnett County has made no representation or warranty, written or oral, that one or more contracts with Harnett County will be awarded under this RFP; and (4) Vendor will bear, as it sole risk and responsibility, any cost arising from Vendor's preparation of a response to this RFP.

Vendor is a reputable company that is lawfully and regularly engaged in providing the Services.

Vendor has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

Vendor is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations, and ordinances.

Vendor understands the requirements and specifications set forth in this RFP.

If selected by Harnett County, Vendor will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

If selected by Harnett County, Vendor will maintain any insurance coverage as required by the Agreement during the term thereof.

All statements, information, and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Vendor acknowledges that Harnett County will rely on such statements, information and representation in selecting the Vendor. If selected by Harnett County, Vendor will notify Harnett County immediately of any material change in any matter with regards to which Vendor has made a statement or representation or provided information.

Vendor will defend, indemnify, and hold harmless Harnett County and all of their regents, officers, agents and employees, from and against all claims, actions, suits, demands, cost (including, but not limited to reasonable attorneys' fees), damages, and liabilities, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Vendor or any agent, employee, subcontractor, or supplier of Vendor in the execution or performance of any contract or agreement resulting from this RFP.

By signature, Vendor offers and agrees to furnish the Services to Harnett County and comply with all terms, conditions, and requirements and specifications set forth in the RFP.

By signature hereon, Vendor affirms that it has not given, or offered to give, nor does Vendor intend to give any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer or signing with a false statement may void the submitted proposal or any resulting contracts, and the Vendor may be removed from all proposal list at Harnett County.

By signature hereon, Vendor hereby certifies that neither Vendor nor any firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such firm, corporation, or institution, has violated the antitrust laws of the State of North Carolina, codified in Section 19.86 Unfair Business Practices – Consumer Protection, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

By signature hereon, Vendor certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Vendor and to bind Vendor under any agreements and other contractual arrangements that may result from the submission of Vendor's proposal.

By signature hereon, Vendor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exist between the owner of any Vendor that is a sole proprietorship, the officers or directors of any Proposer that is a joint venture of the members or managers of any Vendor that is a limited liability company, on one hand, and an employee of any component of Harnett County, on the other hand, other than the relationships which have been previously disclosed to Harnett County in writing and (ii) Vendor has not been an employee of any component of Harnett County within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Vendor in connection with this certification will be subject to administrative review and approval before Harnett County enters into a contract or agreement with Vendor.

By signature hereon, Vendor certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

By signature hereon, Vendor represents and warrants that all products and services offered to Harnett County in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596)

Vendor will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time Harnett County makes an award or enters into any contract or agreement with Vendor.

Vendor should complete the following information:

If Vendor is a Corporation, then State of Incorporation:

If Vendor is a Corporation, then Vendor's Corporate Charter Number:

RFP No: LIB-10172025