



REQUEST FOR PROPOSALS (RFP)

Multi-Function Copier – Fixed Cost per Copy Program

Issued By:

**Sampson County Finance Department
406 County Complex Rd. Suite 120, Bldg. C
Clinton, NC 28328
Phone: (910) 592-7181 Ext. 2241**

**Date of Issue: February 19, 2026
Proposals Due: March 17, 2026**

KEY INFORMATION SUMMARY SHEET

Request for Proposals No. 001-26

Multi-Function Copier – Fixed Cost per Copy Program

RFP Issue Date: February 19, 2026

Submittals: Mailed or delivered

Delivery and Mailing address Sampson County Finance Department
Attn: Lavelle Jackson
406 County Complex Rd. Suite 120, Bldg. C
Clinton, NC 28328

Email address: winston.jackson@sampsoncountync.gov

Deadline for Written Questions: March 05, 2026

Questions to be emailed to: winston.jackson@sampsoncountync.gov

RFP Due Date: March 17, 2026

If you have received this Request for Proposals from a source other than the Sampson County Finance Department, it is the responsibility of the Proposer to ensure that all addenda have been received. Proposers can notify Lavelle Jackson at winston.jackson@sampsoncountync.gov to ensure that your firm is added to the distribution list.

However, it is still the responsibility of the Proposer to ensure that all addenda have been received prior to submitting a proposal.

The purpose of this Request for Proposals (RFP) is to obtain pricing for and selection of a vendor to provide a fixed cost per copy program for Sampson County which includes all supplies with the exception of paper and staples. The vendor shall provide the County with new, not discontinued multi-function copier solutions based on a fixed price per copy (including supplies) countywide.

The County is requesting pricing for a thirty-six (36) month and sixty (60) month term covering a mix of black & white and color machines. The County may elect to extend the term for an additional two (2) year period after the initial term expires. The awarded vendor shall provide additional equipment as needed and update or replace equipment as requested by the County during the term of the contract, at the same rate and within the same term as the original contract.

Service call response time shall, at a minimum, include a phone call within one (1) hour and a technician on site within four (4) hours from the initial call for service. Sampson County will not be charged for service calls and repairs. After five (5) service calls for the same problem within a three (3) week period on a copier, the machine shall be replaced with the same or a superior model.

The vendor will propose to the County the model and number of multi-function copiers needed, per department. The vendor will be responsible for implementing the correct size machine, delivery, set-up, assembly, check-out, service, operator training and necessary operating manuals. The County prefers not to use stand-alone printers and faxes as a multi-function solution. However, there are some locations that will need a designated network printer. It is expected that each department will need at least one multi-function copier that has scan and fax capabilities. Scans and outbound fax will not incur a cost.

The table below represents the number of existing multi-function copiers and the approximate volume information for the past twelve months.

Current number of Copiers: 60		
	Black & White	Color
Annual volume used (past 12 months)	1,788,983	366,845

Attachment "A" is a listing of the multi-function copiers currently being utilized by each department. Some of the department machines have special features such as hole punch, special paper trays, scan, fax, etc.

The contract will be awarded to the vendor deemed to have submitted the best overall proposal on the basis of the factors included in this RFP. This RFP is for the following Sampson County departments, Aging (including Senior Sites), Cooperative Extension, EMS, Expo Center, Finance, Health, Inspections, Libraries, Parks & Recreation, Public Works, Register of Deeds, Sheriff, Social Services, Soil & Water Conservation, Tax, Veterans, and Board of Elections. Additional departments may be added in the future.

The awarded vendor shall invoice Sampson County on a per-department basis. A separate invoice must be provided for each County department utilizing equipment under this contract. The County will not accept a single master invoice for all departments.

The County may cancel the RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a proposal was not deemed to be the most advantageous. The award document will be a contract incorporating by reference all the requirements, items, and conditions of the RFP. The awarded vendor will be required to enter into a contract containing standard Sampson County terms and conditions. A sample service contract will be attached to this RFP for reference purposes as Appendix C – Sample Service Contract.

Sampson County reserves the right to cancel the contract by giving sixty (60) days written notice. Any cancellation as described herein will not be considered a breach of contract and will not be subject to penalty payments other than removal charges.

Sampson County has an Information Technology Department to provide the network information needed for the initial setup of the copiers. Vendors are expected to provide IT support related to the copier equipment as part of the maintenance contract.

Please provide on a separate page the expected life cycle of the proposed equipment and the circumstances under which a machine may be replaced before the end of its expected life.

All prices quoted must be firm for a period of one hundred twenty (120) days following the proposal deadline and all necessary brochures of proposed equipment should be included with the proposal.

Sampson County reserves the right to reject any and all proposals, to waive informalities and technicalities, and to cancel the RFP process at any time. Any contract awarded pursuant to this RFP is subject to the availability of appropriated funds.

PROPOSAL SUBMISSION REQUIREMENTS

Proposal bid sheets must be delivered by hand or mailed to:

Sampson County Finance Department

Attn: Lavelle Jackson, Purchasing & Contracting Officer

406 County Complex Road, Suite 120, Building C,

Clinton, NC 28328

Proposals must be received no later than 2:00 PM, Tuesday, March 17, 2026. Proposals received after said time will not be considered.

In addition to the required hard copy proposal, vendors are requested to provide a digital copy of the proposal either by emailing a PDF copy to winston.jackson@sampsoncountync.gov or including a USB flash drive with the hard copy submission. The digital copy is requested for administrative convenience only and shall not replace the required hard copy submission. Failure to provide a digital copy will not disqualify a proposal.

Proposers shall provide at least three (3) references for clients of similar size and scope, preferably local government or public sector entities, for which the proposer currently provides or has recently provided a cost-per-copy program. Please use Attachment "B".

Envelopes should be sealed and should be clearly marked:

"RFP #001-26 – Sampson County Multi-Function Copier Cost Per Copy Program"

Questions concerning this Request for Proposals must be submitted in writing and received no later than 12:00 PM, Thursday, March 5, 2026. Questions shall be submitted via email to winston.jackson@sampsoncountync.gov. Responses to all questions will be provided in a written addendum published by the County. Oral questions will not be answered.

EVALUATION AND AWARD

Proposals received in response to this Request for Proposals will be evaluated by Sampson County to determine the proposal that is most advantageous to the County, taking into consideration cost and other evaluation factors. The County intends to award a contract based on best overall value.

Proposals will be evaluated using the following criteria:

1. Cost per Copy / Overall Cost – 40%

Includes proposed black & white and color cost per copy, overall projected cost to the County, and any additional fees or charges.

2. Service and Support – 25%

Includes service response times, availability of technicians, maintenance program, and vendor's ability to support equipment countywide.

3. Equipment and Technical Solution – 15%

Includes quality and reliability of proposed machines, suitability for County needs, and compatibility with County network and scanning requirements.

4. Vendor Experience and References – 10%

Includes experience providing similar services for government or large organizations and references from comparable clients.

5. Implementation Plan – 10%

Includes delivery, installation, training, transition from existing equipment, and overall approach to implementing the program.

A County evaluation committee will review all proposals. The County reserves the right to:

- Request clarification or additional information from proposers
- Conduct interviews or demonstrations, if needed
- Reject any or all proposals
- Waive minor informalities

The contract will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the County. Award will be subject to approval by the Board of Commissioners and execution of a contract acceptable to Sampson County.

Request for Proposals Bid Sheet
Multi-Function Copier - Cost per Copy Program
Sampson County

Bid Sheet due no later than 2:00pm, Tuesday, March 17, 2026

Bid furnished by: _____

Address: _____

Telephone #: _____ Fax #: _____

Tax ID #: _____ Email: _____

I (we) have carefully examined the Bid Information, reviewed the Bid Specifications, and all Addenda and therefore furnish the bid proposal as shown below.

BID PROPOSAL:

	<u>(36) Thirty six month contract</u>	<u>(60) Sixty month contract</u>
Price Per Copy Black & White:	\$ _____	\$ _____
Price Per Copy Full Color:	\$ _____	\$ _____

NOTE: Black & white copies made on color photocopiers will be quoted at the same Price Per Copy rate as the Black & White rate listed above.

Alternate Bid Proposal: The County will consider additional proposals other than described above if it is evaluated and deemed to be in the best interest of the county. Please attach additional proposals as separate pages added to the bid response. Include both a summary and detail.

Please include all necessary brochures of proposed equipment with this bid sheet.

Please note any exceptions to the requirement of this RFP on a separate page.

Signature: _____ **Date:** _____

Title: _____

All required affidavits included in the appendices must be fully executed and submitted with the proposal.

ATTACHMENT "A"

Listing of the Multi-Function Copiers currently being utilized by each department

COPIERS as of 2/16/2026	TYPE	S/N
VETERANS	LAN IM C300	3101R200270
HEALTH DEPT	LAN MP4055	C321R200110
	LAN MP4055	C321R100660
	LAN IM 350	3371P500818
	LAN IM C300 (COLOR) (EH)	3921P202627
	LAN IM 3500	4431R530236
	LAN MP4054SP	G176R230926
REGISTER OF DEEDS	LAN IM600	3220XC02102
	LAN IM 3500	4431R530273
TRANSPORTATION	LAN IM550	3200XC35962
LIBRARY	LAN MP4054SP (ROSEBORO)	G17R930828
	LAN MP4054SP (NEWTON GR)	G176R930849
	LAN MP4054SP (GARLAND)	G176R930822
	LAN MPC4504 (COLOR)(CLINTON)	G716MB61344
PARKS & RECREATION	LAN IM C300 (COLOR)	3101R101074
PUBLIC WORKS	LAN IM C300 (COLOR)	3101R200330
AGING/SENIOR SERVICES	LAN IM C300 (COLOR) (OFFICE)	3101R200151
	LAN IM 350 (NEWTON GROVE)	3371P501602
	LAN IM 350 (TURKEY)	3371P500956
	LAN IM 350 (BUTLER CT)	3371P500816
	LAN IM 350 (ADULT DAYCARE)	3371P500562
	LAN IM 350 (MINGO)	3371P102815
	LAN IM 350 (GARLAND)	3371P500957
	LAN MP301SPF (HARRELLS)	W918P500837
TAX OFFICE	LAN IM C300 (COLOR)	3101R200269
	LAN IM C300 (COLOR)	3101R200237
	LAN IM600	322XC02140
	LAN IM550	3201X339649

SAMPSON CO EXPO	LAN IM C3000 (COLOR)	3101R200187
FINANCE	LAN IM550	3201X339538
	LAN IM550	3201X339527
	LAN IM C6000 (COLOR)	3141R400236
COOPERATIVE EXTENSION	LAN IM C3000 (COLOR)	3101R101373
SHERIFF OFFICE/DETENTION	LAN MP4055	C321R100666
	LAN MP4055	C321R200315
	LAN MP4054SP	G176R230941
	LAN IM C4500 (COLOR)	3129RC01815
	LAN IM600	3220XC02265
	LAN IM600	3220XC02269
	LAN IM C3000 (COLOR)	3100RA02379
SOCIAL SERVICES	LAN IM600	3220XA02061
	LAN IM C6000 (COLOR)	3140RB00234
	LAN MP4055	C321R100878
	LAN IM C6000 (COLOR)	3141R200430
	LAN IM 350	3371P102887
	LAN IM 350	3371P102885
	LAN IM 350	3371P102913
	LAN IM 550	3201X339653
	LAN IM 550	3201X339535
	LAN IM 350	3371P102813
	LAN IM 3500	4431R530002
	LAN IM 3500	4431R530113
	LAN IM 7000	4021C100108
BOARD OF ELECTIONS	LAN IM C3000 (COLOR)	3100RA01039
EMERGENCY SERVICES	LAN IM C4500 (COLOR)	3129R900219
	LAN IM 600	3220XC02139
	LAN IM 3500	4431R530208
ANIMAL SHELTER	LAN MPC407 (COLOR)	C498PA00041
INSPECTIONS	LAN IM C3000 (COLOR)	3101R200175
SOIL & WATER CONSERVATION	LAN IM C3000 (COLOR)	3101R200192

ATTACHMENT "B"

VENDOR REFERENCES

Proposers shall provide at least three (3) references for clients of similar size and scope for which the proposer has provided a cost-per-copy program. References from local government or public sector organizations are preferred.

Sampson County reserves the right to contact any references listed and to consider reference feedback as part of the evaluation process.

Reference 1

Organization: _____
Contact Name/Title: _____
Phone: _____ **Email:** _____
Type of Services Provided: _____
Number of Devices Supported (approx.): _____
Is this contract still active? Yes No

Reference 2

Organization: _____
Contact Name/Title: _____
Phone: _____ **Email:** _____
Type of Services Provided: _____
Number of Devices Supported (approx.): _____
Is this contract still active? Yes No

Reference 3

Organization: _____
Contact Name/Title: _____
Phone: _____ **Email:** _____
Type of Services Provided: _____
Number of Devices Supported (approx.): _____
Is this contract still active? Yes No

APPENDIX A – E-VERIFY COMPLIANCE AFFIDAVIT

Company Name: _____

Address: _____

City/State/Zip: _____

Authorized Representative (Printed Name): _____

Title: _____

Telephone/Email: _____

RFP Title: Multi-Function Copier – Fixed Cost per Copy Program

RFP Number 001-26

The undersigned hereby certifies that the firm/attorney employs only individuals who are authorized to work in the United States, and that the firm participates in the federal E-Verify program to verify the work authorization of all newly hired employees, as required by N.C.G.S. §64-26(a). The undersigned further certifies that any subcontractors used on this contract will likewise comply with the E-Verify requirements and that the firm will maintain records of compliance.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by the person named above this ____ day of _____, 20____.

Notary Public: _____

My Commission Expires: _____

APPENDIX B – NON-COLLUSION AFFIDAVIT

Company Name: _____

Address: _____

City/State/Zip: _____

Authorized Representative (Printed Name): _____

Title: _____

Telephone/Email: _____

RFP Title: Multi-Function Copier – Fixed Cost per Copy Program

RFP Number 001-26

I, the undersigned, being duly sworn, depose and say that I am authorized to make this Affidavit on behalf of the firm identified above, and that:

This proposal is made independently and without collusion, connection, communication, or agreement with any other proposer or person to submit a proposal, or to refrain from proposing, or to fix any fee, terms, or conditions of the proposal.

No attempt has been made or will be made to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

The firm has not directly or indirectly disclosed the fee, terms, or contents of this proposal to any competitor prior to the public opening.

No officer, agent, employee, or representative of the County has a direct or indirect financial interest in this proposal, and no County employee or official will benefit personally from the award of this contract.

The firm has not and will not pay any fee, commission, or consideration contingent upon or resulting from the award of this contract to any County employee or official.

I certify under penalty of perjury that the foregoing is true and correct.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by the person named above this ____ day of _____, 20____.

Notary Public: _____

My Commission Expires: _____

APPENDIX C – SAMPLE SERVICE CONTRACT (FOR REFERENCE ONLY)

**NORTH CAROLINA
SAMPSON COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the ___ day of _____, 2026, by and between the **COUNTY of SAMPSON**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), and _____, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as “**CONTRACTOR**”).

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.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications 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 _____, 2026 to _____, 2027 unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed _____ (\$ _____) as full compensation for the provision of Services during any one fiscal year period beginning July 1, through June 30. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract, and Attachment 1. Unless otherwise specified, CONTRACTOR 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 CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR’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.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR 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 CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR 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, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit
Bodily Injury and Property Damage
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

CONTRACTOR, 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 CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
7. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than County or County's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing.
8. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

9. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified 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 CONTRACTOR 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 CONTRACTOR may be declared ineligible for further COUNTY contracts.

10. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Sampson and the State of North Carolina.

11. TERMINATION OF CONTRACT. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

12. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

13. COMPLIANCE WITH LAWS. CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

14. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR 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.

15. IRAN DIVESTMENT ACT. CONTRACTOR 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 vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

16. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. The vendor or contractor 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 vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

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

18. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF SAMPSON
ATTN:
(DEPARTMENT NAME)
(Department Address)
(City/State)

CONTRACTOR:
ATTN:
(Contractor's Address)
(City/State/Zip)

19. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

20. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

21. ANNUAL APPROPRIATIONS AND FUNDING. This Agreement may be subject to the annual appropriation of funds by the Sampson 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.

22. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

23. ENTIRE CONTRACT. This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR 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.

24. HEADINGS. The subject headings of the sections 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 interpretation shall be made to the contrary.

25. EXISTENCE. CONTRACTOR 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.

26. AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR. 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.

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

Reviewed by Department Head

CONTRACTOR:

By: _____

Date Reviewed: _____

SAMPSON COUNTY

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

By: _____

Title:

Sampson County Finance Officer

“ATTACHMENT 1” to follow

ATTACHMENT 1
Scope of Services

Sampson County Request for Proposal No. _____ titled “_____” and Contractor’s proposals dated _____ are made a part of this contract as if fully set forth. To the extent there is a conflict between the terms of the County’s Request for Proposal and the Contractor’s proposal, the terms within the County’s Request for Proposal shall control.