



339 New Leicester Highway, Suite 140  
Asheville, North Carolina 28806

# **Request for Photos and Videos of the Land of Sky Region**

**Proposal Due Date:  
February 15, 2024  
4:00 P.M.**

# ACKNOWLEDGEMENT OF CONDITIONS

**PROJECT:** Photos and Videos of the Land of Sky Region

**REQUIREMENTS:** Enclosed

**SCOPE OF WORK:** Land of Sky Regional Council Requests Proposals for Photos and Videos

**BIDDERS CONFERENCE:** **10:00 am, Thursday, January 25, 2024** at Land of Sky Regional Council office or remote via zoom. Contact Nathan@landofsky.org for the meeting link.

**QUESTION DEADLINE:** All questions must be received by: **Thursday, February 8, 2024 at 4:00 PM**  
Questions must be submitted via email or mail and directed to: Nathan@landofsky.org

**SUBMISSION:** **Land of Sky Regional Council**  
**Attn: Executive Director**  
**339 New Leicester Highway, Asheville, NC 28806**

OUTSIDE OF ENVELOPE MUST BE MARKED:  
"RFP Photos and Videos"

**RFP SUBMISSION DEADLINE:** Thursday, February 15, 2024 by 4:00 P.M.

**THE INFORMATION BELOW MUST BE FULLY COMPLETED AND SIGNED FOR A PROPOSAL TO BE VALID**

*By signing this Statement, I certify that we (firm) will comply with all requirements contained within the RFP.*

AUTHORIZED SIGNATURE	PRINTED NAME	DATE	
COMPANY FULL LEGAL NAME			
MAILING ADDRESS			
CITY	STATE	ZIP CODE	PHONE
EMAIL			

# **REQUEST FOR PROPOSALS**

## **Multimedia Photos and Videos of Land of Sky Region**

### **I. INVITATION**

Land of Sky Regional Council (hereafter identified as LOSRC) in Asheville, North Carolina seeks proposals from vendors interested in providing photos and videos of the Land of Sky region for our agency. Land of Sky Region includes Buncombe, Haywood, Henderson, Madison and Transylvania Counties. The purpose of this RFP is to provide LOSRC photos and videos for the use of the Council and for various programs of the Council. The vendor will provide LOSRC full and complete ownership of the photos and videos so the Council can utilize these photos and videos for any purpose.

To qualify for consideration, **one (1) original plus three (3) copies** of your proposal must be received by the office designated above by **4:00 PM on Thursday, February 15, 2024**. It is the sole responsibility of the Vendor to see that the proposal is received before the submission deadline. The Vendor shall bear all risks associated with delays in the U.S. mail or delivery service. Late proposals will not be considered. **Proposals shall be accepted in person, by U.S. Mail or by private courier service.** NO Proposals shall be accepted via oral or email communication, telephone or fax transmission.

LOSRC review panel will subsequently review and evaluate the proposals according to the criteria outlined in Section IV.

This solicitation does not commit LOSRC to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. LOSRC reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Vendors, or to cancel in part or in its entirety this proposal, if it is in the best interest of LOSRC to do so.

**Any requests for clarification or additional information deemed necessary by any Vendor to present a proper proposal must be submitted in writing by 4:00 PM on February 8, 2024 as follows:**

Mail to: Land of Sky Regional Council  
Attn: Executive Director  
339 New Leicester Highway, Suite 140, Asheville, NC 28806  
**OR** email to: Nathan@landofsky.org

Written questions or requests for clarification must be received before the question deadline stated above. Any request received after the above stated deadline will not be considered. All requests received prior to the above deadline will be responded to in writing in the form of an addendum addressed and emailed to all prospective vendors.

**Restrictions Applicable to Offers:** Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the North Carolina State Ethics Act. After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the using governmental unit or its employees, agents or officials.*** Any communication regarding the submission, evaluation, or award must be solely addressed to the procurement coordinator, or designee. This restriction may be lifted by express written permission from the procurement coordinator.

**The proposal will be awarded based on LOSRC's total requirements, to one (1) vendor.**

### **II. ORGANIZATION BACKGROUND**

LOSRC is one of sixteen (16) Regional Council of Governments in North Carolina which provides a wide range of services to citizens, county governments, and municipalities within Buncombe, Henderson, Madison,

and Transylvania counties. LOSRC operates under the guidance of a Board of Delegates comprised of elected officials and citizens from the four (4) county area and is one of sixteen regional Council of Governments in North Carolina.

There are four major divisions within LOSRC:

- 1) Area Agency on Aging: The Area Agency on Aging (AAA) is responsible for planning, developing, coordinating, and implementing aging services for the region. It is part of a larger, nationwide network created by the Older Americans Act dedicated to improving lives. Services are provided in both community-based programs and in long term care facilities.
- 2) Economic and Community Development
  - a) Economic and Community Development: The economic and community development department administers grants from the Economic Development Administration, Appalachian Regional Commission among other sources..
  - b) Transportation: The transportation department consists of the French Broad River Metropolitan Planning Organization (MPO), Rural Planning Organization (RPO) and transportation planning including Transportation Demand Management (TDM).
  - c) Planning: The planning department offers a variety of planning services for local governments. Geographic information services are also part of the planning division.
  - d) Environment: The environmental programs includes Clean Vehicles/Clean Cities, Waste Reduction Partners, Regional Brownfields and more.
- 3) Workforce Development: The workforce development department provides staffing and administrative support to the region's workforce program pursuant to the Workforce Innovation and Opportunity Act (WIOA). Part of its responsibility is to provide a skilled, productive workforce for local employers. The program provides services to both job seekers and employers. Also, the workforce development department includes other workforce development programs which are not funded by the Mountain Area Workforce Development Board including GO PLACES, INspire, P20 Council and more.
- 4) Transportation Resource Center: The Transportation Resource Center handles the administration of Mountain Mobility and Non-Emergency Medicaid Transportation for Buncombe County. Mountain Mobility provides transportation services to clients of human service agencies, local governments, and qualified citizens. NEMT provides transportation services for qualified clients.

### **III. GENERAL RFP INFORMATION**

#### **Project Location**

Land of Sky Regional Council  
33 New Leicester Highway, Suite 140  
Asheville, NC 28806

#### **Description of the Multimedia Requests**

- 1) Description
  - a. The attached spreadsheet, named "Land of Sky Photo Sites" includes sites where photos and videos are requested.
  - b. Photos and Videos should include drone shots which show aerial shots.
  - c. Photos and Videos should include individuals of diverse genders, geographies, and races.

- d. 25 Photos framed for display at our office with sizing of a minimum of 24"x24" and a maximum of 48" x 36". Framing shall be ready for installation and shall maximize the photo size.

#### **IV. ROLE OF CONTRACTOR/SCOPE OF WORK**

LOSRC requests the submittal of proposals from vendors interested in providing managed IT services for the purpose of supporting the daily operations of the Council.

##### **Scope of Work**

###### Assessment

1. Review "Land of Sky Photo Sites" listing.
2. Communicate with LOSRC leadership team on the details of the location and purpose of the photos and videos to better understand the types of photos and videos needed.
3. Each photo and video requested must be approved by LOSRC prior to production. There will be photos and videos which provide diversity of seasons and timing. We understand those photos and videos will not be pre-approved. LOSRC will select among an assortment of photos and videos shared by the vendor for these purposes.

###### Production

1. Vendor will shoot the photos and videos as required.
2. Vendor will submit each photo and video to LOSRC for review in the format requested by LOSRC.

###### Approval

1. LOSRC will review each photo and video to determine if it is acceptable. If not, the vendor agrees to reshoot the photo and video for a second time at no additional cost to LOSRC. Additional shootings will require additional compensation of up to a maximum of \$250. Final approval of all photos and videos is in the absolute discretion of LOSRC.

##### **Project Deadline**

Project deliverables shall be completed and submitted to LOSRC by Friday, February 15, 2024 at 4:00 pm.

##### **Payment Schedule**

LOSRC and vendor will negotiate a payment schedule which is mutually acceptable to the parties. Under no circumstances shall less than 50% of the total contract amount constitute the final payment. Final payment will be made by LOSRC to the vendor when LOSRC, in its sole discretion, is satisfied with the deliverables required by this RFP which have been incorporated into the contract between LOSRC and the vendor.

#### **V. QUALIFICATIONS**

Vendors must have a demonstrated track record of furnishing satisfactory evidence of their ability to provide services in accordance with the terms and conditions of these specifications. LOSRC reserves the right to make the final determination as to the proposer's ability to provide the products and/or services requested herein. Vendor must have:

- 1) Demonstrated financial stability & independence (this project would not constitute a large percentage -- no more than 25% -- of a firm's revenue stream);
- 2) Adequate business insurance policy coverage amounts;
- 3) Solid project references; and
- 4) Adequate personnel/staffing.

Additionally, qualified firms should also detail the following:

- 1) Number of years your firm has been in business;
- 2) Number of years in business of providing proposed services

- 3) Sample contract for similar services;
- 4) Contact information for at least three recent project references;
- 5) List of personnel that would be assigned to this project along with each team member's role.

Respondents shall provide proof of these qualifications as well as examples of similar work completed, as requested. Qualified firms should be prepared for a potential in-person interview. If your firm will be hiring sub-contractors, please clearly state this in your proposal and identify the degree of work that any subcontractor will be performing. Sub-contractors should also be available for interview.

This is an open and competitive process. If you wish to submit alternate solutions, please do so.

The price you quote should be inclusive. If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. Provisions of this RFP and the contents of the successful responses are considered available for inclusion in final contractual obligations. Compensation for the services shall be a fixed fee with a contract maximum with all costs subject to pre award & final audits. LOSRC reserves the right to retain ten percent (10%) of all reimbursements until a final audit has been satisfactorily completed, if such action is in the best interest of the organization.

## **VI. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS**

This section provides a summary of information to be included in fulfilling the requirements of this RFP. Proposals must be submitted in the format outlined in this section. Vendors must furnish all information required by the request. The requirements stated herein do not preclude the vendor from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

**General Instructions** - All proposals must be assembled in the following order:

- 1) Cover Sheet
- 2) Project Narrative
- 3) Statement of Work
- 4) Budget
- 5) **Schedule - Include availability and completion schedule for the project, schedule includes transition**
- 6) 2019 W-9 Form
- 7) Four (4) required affidavits (sign and scan into final quote package)

Applicants must use the forms provided here in completing their proposals.

**Project Narrative** - The narrative will describe applicant's services and professional and organizational experience. When preparing your response, please list the number and name of the sections as they appear below.

- 1) Company Information
  - a. Full legal company name
  - b. Year business started
  - c. Location of company headquarters
  - d. Brief company history
  - e. Current # of people employed
  - f. Key contact name, title, address (if different from above address), email address, and direct telephone number.
- 2) Relevant Experience and Qualification
  - a. Describe your experience in providing these services in similar projects.

- 3) References
  - a. Submit the name of three (3) organizations that can serve as references that you are currently providing services for—include names, addresses, e-mail addresses and telephone numbers. LOSRC reserves the right to contact other persons not specifically listed as references but who may have direct knowledge of the vendor’s previous work. Please provide information referencing the actual services provided, customer size (number of users), and the length of tenure providing services to this client.
- 4) Give the names of the person(s) who will be authorized to make presentations for your firm, their titles, addresses, and telephone numbers.
- 5) **Nonperformance** - If your company has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor’s nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If default occurred, list complete name, address and telephone number of the party. State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.

**Statement of Work** - Describe your approach to providing the services listed in the Scope of Work (Section IV).

**Budget** - Please provide a budget for the costs associated with all items. Specify if this is a per photo or video rate. Describe how your services are priced, and any specific pricing you can provide. Define any additional charges (e.g. travel expenses).

**Payment Schedule** – LOSRC will pay the selected vendor pursuant to a payment schedule mutually agreed upon by LOSRC and the vendor. No more than 50% of the payment will be provided to the vendor upon the execution of the contract. Final payment shall be at least 50% of the total contract and final payment shall be made by LOSRC to the vendor only after LOSRC has received all deliverables for this project and LOSRC is fully satisfied, in the sole discretion of LOSRC, with said deliverables.

**Project Schedule** – All deliverables for this project shall be completed and submitted to LOSRC and approved by LOSRC by **May 31, 2024**.

FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS MAY RENDER THE PROPOSAL NON-RESPONSIVE, AS DETERMINED BY LOSRC.

## **VII. FUNDING RECOMMENDATION AND EVALUATION CRITERIA**

### **Funding Recommendations Process**

The funding recommendations process is as follows:

- 1) Acceptance for Review - Only proposals received by the deadline shall be accepted and reviewed. Proposals submitted that are substantially incomplete, or use unauthorized forms may be termed "non-responsive" and will not be reviewed.
- 2) Contents Review - Proposals received by the deadline and accepted for review shall be ranked and scored according to the criteria listed in this RFP.

### **Evaluation Criteria**

Proposals will be evaluated on the following criteria. Each criterion is listed in the order of importance.

- 1) Value/Pricing Structure and Price Levels – Reasonable price commensurate with the value offered by the vendor.
- 2) Vendor Experience – Candidates shall be rated primarily on whether or not they have a substantial history of providing similar services. References shall weigh heavily in the scoring.
- 3) Suitability of the Proposal – the proposed solution meets the needs and criteria set forth in the RFP.
- 4) Expertise in recommending and communicating appropriate technical solutions as evidenced by the proposal and references.
- 5) Depth and Breadth of Staff – The vendor has appropriate staff with the expertise to develop and implement the project in the timeframe needed.
- 6) Proposal Presentation – The information is presented in a clear, logical manner and is well organized.

### **VIII. QUALIFICATIONS OF VENDORS**

LOSRC may make such investigations as it deems necessary to determine the ability of a vendor to deliver the required materials and services, and the vendor will furnish all information for this purpose as LOSRC may reasonably request.

Discussions may be conducted with vendors who submit proposals determined to be reasonably capable of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. While conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

LOSRC reserves the right to reject a proposal if the evidence submitted by or the investigation of such vendor fails to satisfy that the vendor is properly qualified to carry out the obligations of the contract and to deliver the equipment and services described herein.

### **IX. METHOD OF AWARD**

LOSRC intends to select one (1) vendor to whom we can effectively provide the project deliverables in a timely manner, highest quality, and lowest cost.

### **X. TERMINATION**

In the event no funds or insufficient funds are made available for payments due under this contract, then LOSRC shall immediately notify the Vendor of such occurrence, and this contract shall create no further obligation of LOSRC as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to LOSRC of any kind whatsoever. No right of action or damages shall accrue to the benefit of the Vendor as to that portion of this contract that may so terminate. LOSRC shall provide the successful Vendor with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the Vendor shall not prohibit or otherwise limit LOSRC the right to pursue and contract for alternate solutions and remedies as deemed necessary by LOSRC for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

### **XI. APPROVAL OF USE OF NAMES**

The vendor shall not have the right to include LOSRC names in its published list of customers without prior approval. With regards to news releases, only the name and duration of contract may be used and then only with prior approval. The vendor agrees not to publish or cite in any form any comments or quotes from LOSRC Board of Delegates members, officials, or staff. The Vendor further agrees not to refer to award of



this agreement in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by LOSRC.

**XII. NON-DISCLOSURE STIPULATION ON LOSRC CONFIDENTIAL AND PROPRIETARY DATA**

The vendor shall take all precautions necessary and appropriate to ensure the confidentiality of LOSRC record information. The vendor shall limit access to LOSRC records only to its authorized representatives. Except as authorized by LOSRC, the vendor shall not reproduce any LOSRC records. LOSRC shall have the right to review the vendor's procedures for handling its records and may make such inspections, as it deems necessary to ensure that the vendor is safeguarding said record information adequately.

**XIII. COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS**

During the term of this contract, it shall be the Vendor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. The Vendor will also be held professionally liable for the work of any utilized subcontractors and shall provide assurances that such personnel will devote sufficient time to properly carry out the designated scope of project work.

**XIV. ASSIGNMENT**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of LOSRC.

**XV. OTHER CONDITIONS**

**Debarment, Suspension, and Other Matters Related to Public Transactions**

The prospective vendor certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

## STANDARD TERMS AND CONDITIONS

SCOPE: THE FOLLOWING TERMS AND CONDITIONS WILL PREVAIL UNLESS OTHERWISE NOTIFIED BY SANTEE-LYNCHES COUNCIL OF GOVERNMENTS WITHIN THIS REQUEST FOR PROPOSALS DOCUMENT. SANTEE-LYNCHES RESERVES THE RIGHT TO REJECT ANY PROPOSAL WHICH TAKES EXCEPTION TO THESE TERMS AND CONDITIONS.

DEFINITIONS USED HEREIN:

- A. "PROPOSAL REQUEST" MEANS A SOLICITATION OF A FORMAL SEALED REQUEST FOR PROPOSALS
- B. "VENDOR" MEANS VENDOR
- C. "PROPOSAL" MEANS THE SUBMISSION OF QUALIFICATIONS AND COST PROPOSAL OFFERED BY THE VENDOR
- D. "LOSRC" MEANS LAND OF SKY REGIONAL COUNCIL OF GOVERNMENTS

COMPLETING PROPOSAL: ALL INFORMATION MUST BE LEGIBLE. ANY AND ALL CORRECTIONS AND/OR ERASURES MUST BE INITIALED. AUTHORIZED VENDOR MUST SIGN THE PROPOSAL AND REQUIRED INFORMATION MUST BE PROVIDED.

CONFIDENTIALITY OF PROPOSAL INFORMATION: EACH PROPOSAL MUST BE IN A SEALED ENVELOPE AND CLEARLY MARKED TO PROVIDE CONFIDENTIALITY OF THE PROPOSAL INFORMATION PRIOR TO THE OPENING. SUPPORTING DOCUMENTS AND/OR DESCRIPTIVE LITERATURE MAY BE SUBMITTED WITH THE PROPOSAL OR IN A SEPARATE ENVELOPE MARKED LITERATURE FOR RFP (NUMBER). DO NOT INDICATE PRICES ON LITERATURE.

ACCURACY OF PROPOSAL: EACH PROPOSAL IS MADE PUBLIC RECORD OF LOSRC AFTER AWARD. THEREFORE, IT IS NECESSARY THAT ANY AND ALL INFORMATION PRESENTED IS ACCURATE AND/OR WILL BE THAT BY WHICH THE VENDOR WILL COMPLETE THE CONTRACT.

SUBMISSION OF PROPOSAL: PROPOSALS ARE TO BE SEALED AND SUBMITTED TO SANTEE-LYNCHES VIA MAIL TO OR HAND CARRY TO 339 NEW LEICESTER HIGHWAY, SUITE 140, ASHEVILLE, NC 28806, PRIOR TO THE DATE AND TIME INDICATED ON THE COVER SHEET.

ADDENDA: ALL CHANGES IN CONNECTION WITH THIS PROPOSAL WILL BE ISSUED BY LOSRC IN THE FORM OF A WRITTEN ADDENDUM. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE SUBMITTED WITH THE PROPOSAL.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: PROPOSALS RECEIVED AFTER THE DEADLINE DESIGNATED IN THIS RFP WILL NOT BE CONSIDERED. PROPOSALS MAY BE WITHDRAWN OR MODIFIED PRIOR TO THE DEADLINE DATE AND TIME INDICATED FOR SUBMISSION ON THE COVER SHEET.

PROPOSAL CONDITION OF PRICE: ALL COST PROPOSALS SUBMITTED SHALL REMAIN EFFECTIVE FOR A MINIMUM PERIOD OF 60 DAYS, OR UNTIL EVALUATION IS COMPLETE AND AWARD IS MADE. THEREAFTER, THE CONTRACT PRICE SHALL REMAIN EFFECTIVE FOR THE TERM OF THE CONTRACT.

INSURANCE: THE CONTRACTOR SHALL PROCURE, MAINTAIN, AND PROVIDE PROOF OF, INSURANCE COVERAGE FOR INJURIES TO PERSONS AND/OR PROPERTY DAMAGE AS MAY ARISE FROM OR IN CONJUNCTION WITH, THE WORK PERFORMED ON BEHALF OF SANTEE-LYNCHES BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT PERIOD FOR OCCURRENCE POLICIES. CLAIMS MADE POLICIES MUST BE IN FORCE OR THAT COVERAGE PURCHASED FOR THREE (3) YEARS AFTER CONTRACT COMPLETION DATE.

NEW MATERIALS, SUPPLIES OR EQUIPMENT: UNLESS OTHERWISE SPECIFIED, ALL MATERIALS, SUPPLIES OR EQUIPMENT OFFERED BY A VENDOR WILL BE NEW, UNUSED, OF RECENT MANUFACTURE, FIRST CLASS IN EVERY RESPECT, AND SUITABLE FOR THEIR INTENDED PURPOSE. ALL EQUIPMENT WILL BE ASSEMBLED AND FULLY SERVICED, READY FOR OPERATION WHEN DELIVERED.

WARRANTY: SUPPLIES OR SERVICES FURNISHED AS A RESULT OF THIS PROPOSAL WILL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES, EXPRESSED OR IMPLIED, THAT THE VENDOR AND/OR MANUFACTURER GIVES TO ANY CUSTOMER. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO LOSRC BY ANY OTHER CLAUSE OF THIS PROPOSAL. LOSRC RESERVES THE RIGHT TO REQUEST FROM VENDORS A SEPARATE MANUFACTURER CERTIFICATION OF ALL STATEMENTS MADE IN THIS PROPOSAL.

METHOD OF AWARD AND NOTIFICATION: PROPOSALS WILL BE ANALYZED AND THE AWARD MADE, BASED ON THE EVALUATION CRITERIA FOR THIS PROPOSAL, TO THE BEST QUALIFIED VENDOR. LOSRC RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND ANY PART OF A PROPOSAL; TO WAIVE INFORMALITIES, TECHNICAL DEFECTS, AND MINOR IRREGULARITIES IN PROPOSALS RECEIVED. IT IS THE POLICY OF SANTEE-LYNCHES THAT IN THE EVENT TWO OR MORE OFFERORS ARE TIED AFTER EVALUATION OF PROPOSALS, AWARDS SHALL BE DETERMINED AS FOLLOWS:

1. SHOULD THERE BE A FIRM LOCATED WITHIN THE LOSRC REGION (BUNCOMBE, HENDERSON, MADISON OR TRANSYLVANIA COUNTIES OF NORTH CAROLINA) TIED WITH AN OUT-OF-REGION FIRM, THE AWARD SHALL BE MADE TO THE FIRM WITHIN THE REGION.
2. SHOULD THERE BE A NORTH CAROLINA FIRM TIED WITH AN OUT-OF-STATE FIRM, THE AWARD WILL BE MADE TO THE SOUTH CAROLINA FIRM.

3. TIED PROPOSALS INVOLVING LOSRC AREA FIRMS WILL BE RESOLVED BY THE FLIP OF A COIN BY THE REVIEW COMMITTEE CHAIRPERSON OR THE EXECUTIVE DIRECTOR OF LOSRC.
4. TIED PROPOSALS INVOLVING NORTH CAROLINA FIRMS NOT IN THE LOSRC REGION WILL BE RESOLVED BY THE FLIP OF A COIN BY THE REVIEW COMMITTEE CHAIRPERSON OR THE EXECUTIVE DIRECTOR OF LOSRC.

CREDIT TERMS: VENDOR WILL INDICATE ALL DISCOUNTS FOR FULL AND/OR PROMPT PAYMENT. DISCOUNT WILL BE CONSIDERED AS A COST FACTOR IN THE DETERMINATION OF AWARD, EXCEPT DISCOUNTS OFFERED FOR PAYMENT WITHIN LESS THAN TEN (10) CALENDAR DAYS. DISCOUNTS OFFERED WILL BE COMPUTED FROM DATE OF RECEIPT OF CORRECT INVOICE OR RECEIPT AND ACCEPTANCE OF PRODUCTS, WHICHEVER IS LATER.

SELLER'S INVOICE: INVOICE WILL BE PREPARED AND SUBMITTED IN DUPLICATE TO ADDRESS SHOWN ON THE PURCHASE ORDER. SEPARATE INVOICES ARE REQUIRED FOR EACH PURCHASE ORDER. INVOICE WILL CONTAIN THE FOLLOWING GENERAL INFORMATION; PURCHASE ORDER NUMBER, ITEM NUMBER, DESCRIPTION OF SUPPLIES OR SERVICES, SIZES, UNIT OF MEASURE, QUANTITY, UNIT PRICE AND EXTENDED PRICE.

SAFETY: ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT WILL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND/OR LOCAL SAFETY OR ENVIRONMENTAL CODES. IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE MATERIAL SAFETY DATA SHEETS FOR PRODUCT(S) REQUIRING THE SAME.

DISCLAIMER OF LIABILITY: LOSRC AND/OR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY VENDOR FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD LOSRC, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NORTH CAROLINA.

ANTI-DISCRIMINATION CLAUSE: NO VENDOR TO THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, OR RELIGIOUS CREED.

LAND OF SKY REGIONAL COUNCIL IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

# AFFIDAVIT I

## AFFIDAVIT OF NON-COLLUSION

I, \_\_\_\_\_, depose and say that I am the

\_\_\_\_\_ of \_\_\_\_\_, who

("President", "Vice-President", etc.)

(Insert name and address of proposing organization)

submits this proposal to LAND OF SKY REGIONAL COUNCIL and hereby declares that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and that the applicant had to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the applicant has not in any manner sought by collusion to secure for himself in advantage over any other applicant.

\_\_\_\_\_ at \_\_\_\_\_

Date

City, State

Affix Corporate Seal:

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

\_\_\_\_\_

Signature

## **AFFIDAVIT II**

ALL ORGANIZATIONS MUST COMPLETE THE FOLLOWING AFFIDAVIT AS TO NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES.

The undersigned representatives do hereby certify that the applicant or contractor does and will continue to comply with Title VI of the Civil Right Acts of 1964 (42USCS2000d) and all other applicable federal, state and local statutes relative to non-discrimination.

The undersigned further recognizes that the LAND OF SKY REGIONAL COUNCIL may not contract with any organization which is not in compliance with these assurances. No person shall on the grounds of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), sexual orientation, national origin (including limited English proficiency), age, disability, political affiliation or belief, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds available from the federal government.

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Organization

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Location (address)

---

City, State and Zip Code

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Officer's Signature

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Officer's Title with Organization

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Date

## AFFIDAVIT III

### CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all "sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all" sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Grantee/Contractor Organization Program/Title

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Name and Title of Authorized Signatory

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Signature

Date

\*\*Note: In this instance, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000. (per OMB).

# AFFIDAVIT IV

## Certification Regarding

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

Date