

**COUNTY OF HARNETT
ECONOMIC DEVELOPMENT**

**REQUEST FOR PROPOSALS
FOR
CONSULTING SERVICES TO
PROVIDE ENVIRONMENTAL DUE
DILIGENCE REPORT**

ISSUED: APRIL 24, 2026

DUE DATE: NO LATER THAN 2:00 P.M. on MAY 26, 2026

**QUESTIONS MUST BE SUBMITTED IN WRITING NO LATER THAN 12:00 P.M.
ON May 8, 2026 TO: bids@harnett.org with **Question-EC05262026 in the
subject line.****

**RENEA WARREN-FORD
PROCUREMENT MANAGER
bids@harnett.org**

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. HARNETT COUNTY ALSO RESERVES THE RIGHT TO WAIVE INFORMALITIES AND TECHNICALITIES IN THE PROPOSALS. THIS REQUEST FOR PROPOSALS IS NOT AN OFFER, OBLIGATION, OR AGREEMENT TO AWARD WORK TO ANY PROPOSER, AND NO CONTRACTUAL RELATIONSHIP IS CREATED BY RESPONDING TO THIS REQUEST FOR PROPOSALS.

SUBMIT ELECTRONICALLY BY EMAIL TO bids@harnett.org with EC-05262026 SUBMITTAL IN THE SUBJECT LINE.

1. Purpose.

Harnett County, North Carolina is soliciting fee proposals for professional services to include Environmental Due Diligence activities, surveying, and title search.

Western Harnett Industrial Park – Phase 1 is located off Hwy 87. This park is planned for smaller light industrial and flex/office users. Phase 1 is a 40-acre development project on the front side of a 195-acre park.

Grant Funds will be used for environmental due diligence activities, surveying, and title search on three parcels:

1. 34 Olive Farm Dr., Sanford, NC 27332 (PIN: 9577-25-4810 | PID: 039576 0035 04)
2. 145 Olive Farm Dr., Sanford, NC 27332 (PIN: 9577-26-4583 | PID: 039576 0035 01)
3. Olive Farm Dr., Sanford, NC 27332 (PIN: 9577-24-6239 | PID: 039576 0035 26)

The project should be in accordance with all applicable Federal, State and local regulations and in accordance with the provisions of the Golden LEAF grant application.

2. General Procurement Guidelines.

- A. All proposals must be received by Renea Warren-Ford, Procurement Manager, no later than the date and time listed on the cover sheet of this proposal. Submittals must be sent electronically via email to bids@harnett.org with EC-05262026 in the subject line. Each proposal must be signed and dated by an official authorized to bind the Consultant's firm. Late proposals will not be considered for award. Consultants must provide responses for all items contained herein that request or call for a response or information, and responses and signatures are required for any attachments to this RFP that are due with the proposal. Proposals shall be complete and must convey all the information requested by County.
- B. Consultants are cautioned that this is a request for offers, not a request to contract and County reserves the unqualified right to reject all offers when such rejection is deemed to be in the best interest of the County. County retains the right, in its sole discretion, at any time to reject any or all proposals, in whole or in part, and to supplement, amend, or otherwise modify this RFP, or to cancel and reissue this RFP, before or after receipt and opening of proposals in response thereto, or take any other actions, if it considers it to be in the best interests of the County.
- C. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. To support the sustainability efforts of County we solicit your cooperation in this effort.
- D. Any costs incurred by Consultant in preparing or submitting offers are the

Consultant's sole responsibility; the County will not reimburse any Consultant for any costs incurred prior to award.

- E. Proposals must be submitted in accordance with the requirements of the RFP. Failure to include any required information may cause rejection of the proposal.

3. Contract Period.

Any contract resulting from this RFP shall immediately be effective upon execution by both parties. Said work should be completed no later than January 26, 2027. The County of Harnett may allow for an extension, if needed. The single exception is the Jurisdictional Determination which the Consultant does not have full control.

4. Fees.

Please provide contract service fees with your response. Pricing must be inclusive of all expenses, including travel-related expenses. All costs not explicitly stated in the price quotations shown in the proposal will be excluded from payment consideration by County in the event that a contract is awarded based on the proposal, unless agreed to, in writing via an Amendment to the original agreement. It is County's preference to pay for services by fee rather than through a commission wherever possible. Please clearly outline your compensation associated with the required services on a separate compensation addendum.

5. Scope of Work.

The scope of services shall include the following minimum scope items:

1. Due diligence activities in conformance with Golden LEAF Foundation's requirements. (attachment provided)
 - a. Phase 1 ESA
 - b. Detailed Wetland and Stream Delineation (not Determination)
 - c. Threatened and Endangered Species
 - d. Historical and Cultural Review
 - e. Geotechnical Report
 - f. Buildable Area Summary Map
 - g. Existing Utilities Location Map
2. If required, the Consultant will provide a "just-in-time" quote for:
 - a. Phase 2 ESA
 - b. Detailed Archaeological Study
3. If funding allows, and in conformance with Golden LEAF Foundation's

requirements:

- a. Title Opinion
- b. Boundary Survey

6. Consultant Proposal Requirements.

Proposals must include an anticipated timeline for due diligence activities. The proposal's response must clearly demonstrate the required qualifications, expertise, competence, and capability of the Consultant. Please provide a concise description of your firm's ability to provide the services required in the Scope of Work of this document.

Additionally, please include the answers to the following questions (address by number):

1. Please provide a list of four verifiable client references of similar scope and industry, all of whom can comment on your organization's relevant experience. It is the Consultant's responsibility to provide valid reference information, and the County reserves the right to use reference checks in its evaluation of proposals.

7. Criteria for Evaluation.

All proposals will be evaluated according to, but not necessarily limited to, the following:

1. The Consultant's understanding of the Scope of Work and demonstration of the Consultant's ability to provide the services described in the Scope of Work.
2. Extent and success of previous work provided to organizations similar in nature and size to those required herein. References provided verifying the required experience and level of service needed by County.
3. The proposal itself as an example of the potential Consultant's work.
4. Qualifications/experience of key personnel to be assigned to the project.
5. All required forms completed and returned as part of the proposal package.
6. Cost competitiveness

8. Final Selection.

A recommendation will be made to the County Manager no later than June 3, 2026.

9. Proposals Subject to Public Records Laws.

All proposals, data, materials, and documentation originated, prepared, and submitted to the County pursuant to this RFP shall belong exclusively to County and may become available to the public in accordance with the North Carolina Public Records Act as provided in N.C.G.S. §132-1 et. seq. The County will make reasonable attempts to maintain, in accordance with the Public Records Laws and the Act, the confidentiality of any trade secrets or confidential information that meets the requirements of N.C.G.S. §132-1.2 of the Public Records Laws if such Brokers properly and conspicuously identify the particular data or other materials which are confidential information in accordance with the Public Records Laws.

10. Negotiation and Execution of Contract.

A successful Consultant under this RFP shall negotiate and execute a contract containing such terms and conditions as shall be satisfactory to the County. The occurrence of negotiations with any Consultant conveys no right or status on such Consultant. By submitting a proposal, each Consultant acknowledges and agrees that the County may negotiate with one or more Consultant, under such circumstances, at such times and in such a manner as it determines to be in the best interest of the County. The County reserves the right to enter a contract with another proposing Consultant in the event that the originally selected Consultant fails to execute a contract with the County or defaults on their contract.

11. Governing Law.

This RFP and any contract resulting from this RFP shall be governed by and constructed in accordance with the laws of the State of North Carolina. All claims or disputes arising under or in connection with this RFP or the contract shall be exclusively governed by the laws of the State of North Carolina, and venue shall be exclusively within Harnett County, North Carolina.

12. Indemnity and Insurance.

Consultants will indemnify and hold harmless County, its officers, agents, and employees from and against all loss, cost, damages, expenses (including reasonable attorney's fees) and liability caused by accident or other occurrence resulting in bodily injury, including death and disease to any person, or damage or destruction to property, real or personal, arising directly or indirectly from operations, products, or services rendered or purchased under the contract. The Consultant, at its sole expense, will purchase and maintain the insurance listed below:

- A. Workers Compensation – coverage for all paid and volunteer workers meeting the statutory requirements of the State of North Carolina Workers'

Compensation Act, North Carolina General Statute §97.

- B. Commercial General Liability – Bodily injury and property damage liability as will protect the Consultant from claims of bodily injury or property damages which arise from the operations of the contract. The amounts of insurance shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Professional Errors and Omissions – Coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

13. Transfer, Assignment, or Subcontract.

The covenants and agreements contained within the contract are specifically binding and the County will not allow the contract to be transferred, assigned, or subcontracted to any other party or parties without the express written consent of the County.

14. Non-Appropriation.

Consultant acknowledges that this project is funded by Golden LEAF Foundation via a reimbursement model with Harnett County. The County is a governmental entity and the validity of the contract is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of County's obligations under the contract, then the contract will automatically expire without penalty to the County 30 days after written notice to the Consultant of the non-appropriation of public funds.

15. Default.

Failure to satisfactorily perform the services required by the contract will be grounds for the County to declare Consultant in default. Unless otherwise provided herein, the contract be may cancelled or annulled with a 30-day written notice by the County of default to the Consultant upon nonperformance or violation of the contract terms. An award may be made to another proposer for specified services, or they may be purchased on the open market, and the defaulting Consultant shall be liable to the County for costs to the County in excess of the defaulted contract prices. The Consultant shall continue to perform under the contract to the extent that no part is not terminated under the provisions of this clause.

16. Certification of Independent Price Determination.

By submission of the proposal, the Consultant certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this Procurement:

- 1. The price in the proposal has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any

- matter relating to such prices with any other Consultant or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not and will not be knowingly disclosed by the Consultant prior to the proposal opening, directly or indirectly, to any other Consultant or to any competition;
 3. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

17. E-Verify Compliance.

By submission of the proposal, the Consultant certifies that it and any subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

18. Equal Opportunity Employer.

The County is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR §601.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

COMPANY NAME _____

REFERENCES

PROPOSALS MUST LIST FOUR (4) REFERENCES FOR WHOM SIMILAR WORK HAS BEEN PERFORMED DURING THE PAST THREE (3) YEARS.

(1) CLIENT NAME _____

ADDRESS (Street) _____

ADDRESS (City, St, Zip) _____

CONTACT NAME _____

TELEPHONE/E-MAIL _____

(2) CLIENT NAME _____

ADDRESS (Street) _____

ADDRESS (City, St, Zip) _____

CONTACT NAME _____

TELEPHONE/E-MAIL _____

(3) CLIENT NAME _____

ADDRESS (Street) _____

ADDRESS (City, St, Zip) _____

CONTACT NAME _____

TELEPHONE/E-MAIL _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

(4) CLIENT NAME _____

ADDRESS (Street) _____

ADDRESS (City, St, Zip) _____

CONTACT NAME _____

TELEPHONE/E-MAIL _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

EXECUTION OF PROPOSAL

DATE: _____

The Consultant certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the Consultant's firm.
- ___ That the Consultant has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the Consultant agrees to the conditions as set forth in this **Request for Proposals** with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposals**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted, the Consultant will commence work within 30 days from the date of the signed agreement.

CONSULTANT _____ ADDRESS _____

CITY, ST. & ZIP _____ PHONE _____ FAX _____

BY _____ TITLE _____

(Signature)

Type or Printed Name

Federal Identification Number

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF HARNETT

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

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
3. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
4. Employer's subcontractors comply with E-Verify pursuant to federal law, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 2026

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me,
this the ____ day of _____, 2026.

Notary Public

My Commission Expires:

Notary Public

||
|| (Affix Official/Notarial Seal) ||
||

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