



County Manager's Office

Request for Proposal #25-36-ADM II

Childcare Center Operator

Date of Issue: May 2, 2025

Questions Due Date: May 8, 2025 (Thursday) at 12:00 PM (EST)

Proposal Due Date: May 15, 2025 (Thursday) at 3:00 PM (EST)

Direct all inquiries concerning this RFP to:

Faith Phillips

Assistant County Manager – Cultural Services and Learning

Email: fphillips@cumberlandcountync.gov

Phone: 910-323-6117

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

Cumberland County Government in Cumberland County, North Carolina, strives to be an employer of choice within the State of North Carolina. To recruit and retain a thriving workforce dedicated to serving the citizens of Cumberland County, Cumberland County is embracing innovative initiatives to support the community through supporting families and children. As a result of the COVID-19 pandemic and the subsequent closing of many childcare facilities, many employees and potential employees have identified access to quality childcare as a barrier to recruitment and retention in employment. To support workforce development, families and to create a thriving workforce to provide services to the community, Cumberland County Government is seeking a childcare center provider to manage and maintain high quality childcare services.

Cumberland County Government seeks a childcare provider whose service and programming are in-line with the following:

- Provide a safe, healthy and responsive environment.
- Ensure the optimal physical, social, emotional and intellectual development of each child.
- Assist each child in the development of positive self-worth through personal successes and positive reinforcement.
- Provide representation of children and adults of different ethnicity, ages, cultures, languages, socioeconomic groups, and abilities through enrollment, hiring procedures, and programming.
- Align with Cumberland County Government's Mission and Vision Statements and core values of P.R.I.D.E. (professionalism, respect, integrity with accountability, diversity, and excellent customer service).
- The childcare center will be housed in the Dorothy Spainhour Child Development Center. The childcare center facility specifics are listed below:
 - There are four (4) classrooms that are 644 square feet per room.
 - There are two (2) classrooms that are 800 square feet per room.
 - Each classroom has a bathroom (child size), built in cubbies, food preparation counter and sink.
 - Each classroom has an exit door to the outside playground.
 - There is one (1) large multi-purpose room.
 - There is a lactation room and multipurpose small classroom used for therapy and related appointments.
 - There are three (3) administrative offices.
 - There is one (1) breakroom.
 - There is a receptionist desk.
 - The kitchen has three (3) sinks and one (1) handwashing sink, and two (2) industrial refrigerators. one (1) oven/stove combination, an adult sized bathroom, a food storage closet and a mop room.
 - There are three (3) separate play areas for different ages: one play area for children ages 2-5, one for children aged 5-12, a shaded, turfing area for infants. There is an outdoor classroom and other outdoor areas.
 - Classrooms have been furnished with age-appropriate furniture, including cribs/cots, tables, chairs, changing tables (where necessary) as well as toys and books.
 - The central classroom has been equipped with tables, sensory interactive wall panels, a sand and water table, and flexible shelving.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the Provider agrees to meet all stated requirements in this section as well as any other

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specifications, requirements and terms and conditions stated in this RFP. If a Provider is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the Provider is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Providers shall populate all attachments of this RFP that require the Provider to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<i>PROPOSAL TITLE:</i> <i>RFP #25-36-ADM II Childcare Center Operator Cumberland County Manager's Office PO Box 1829 Fayetteville, NC 28302</i>	<i>PROPOSAL TITLE:</i> <i>RFP #25-36-ADM II Childcare Center Operator Cumberland County Manager's Office 117 Dick Street, Suite 507 Fayetteville, NC 28302</i>
Email address for delivery of proposal electronically	
SUBJECT LINE: <i>RFP #25-36-ADM II Childcare Center Operator</i> <u>fphillips@cumberlandcountync.gov</u>	

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above, or if submitting electronically received by the email address listed above, on or before **Thursday, May 15, 2025 at 3:00 PM, per the clock in the County Manager's Office**, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the Provider. It is the sole responsibility of the Provider to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

- a) If submitting by email, scan the original executed proposal response using the subject line and email address provided in the table above.
- b) If submitting by hard copy:
 - a. Submit **one (1) signed, original executed** proposal response, **five (5)** photocopies, and **one (1)** electronic copy on a flash drive.
 - b. Clearly mark each package with: (1) Provider name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the proposal package.
 - c. The electronic copies of your proposal must be provided on separate flash drives. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx> . Providers who submit a notice of intent to bid to fphillips@cumberlandcountync.gov will receive addendums by email.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to fphillips@cumberlandcountync.gov by **12:00 PM (EST), on Thursday, May 8, 2025**. Providers should enter “**RFP #25-36-ADM II Childcare Center Operator: Questions**” as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx> and shall become an Addendum to this RFP. **Providers who submit an intent to bid will receive addendums by email.** Providers shall rely *only* on written material contained in an Addendum to this RFP. **Providers should not contact any other County employees, besides those listed above, during the bid process. Providers who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all Providers to submit a responsible proposal, may be answered at the County’s discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as “minute in nature” shall be determined at the sole discretion of the County.

2.4 RFP TERMS & CONDITIONS

It shall be the Provider’s responsibility to read the instructions, the County’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Providers also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Provider’s proposal shall constitute a firm offer.

If a Provider desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County’s sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO PROVIDER

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each Provider submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County’s County Management Department as designated in this RFP. A Provider who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! **CONFIDENTIAL INFORMATION:** The proposal must not contain any information marked as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the Provider has noticed the department of its intent to designate any information in the proposal as such and received permission from the department to do so in writing.** Provider’s notice to the department must be in writing and must describe the information for which confidentiality is requested and explain how

the information is a “trade secret” as defined in G.S. § 66-152(3). If the County determines the information for which confidentiality is requested is a “trade secret” Covered by the Act, it will notify the Provider how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Provider’s submission of a proposal after receipt of this notice from the County shall be deemed to be acceptance of the County’s statement of how it will maintain confidentiality. If the County determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify Provider of that determination. Any proposal marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposal and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of Providers to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of Provider capabilities to satisfy the requirements of the RFP specifications.

Provider may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Providers are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Provider proposals should be easy to follow, and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the Provider is unable to meet any of the specifications as outlined therein, Providers are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the Provider does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted.

The County reserves the right to reject any and all proposals.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria to result in an award most advantageous to the County:

- | | |
|--|-----------|
| A. Qualifications and experience of the providing agency | 25 points |
|--|-----------|

B. Evidence of plan to meet childcare needs of employees of Cumberland County Government	25 points
C. Cost to employees of Cumberland County Government	10 points
D. Work plan as well as the thoroughness and detail of responses	15 points
E. Demonstrated understanding and capacity to align with County's Mission, Vision and Core Values	10 points
F. Understanding of childcare STAR rating system through NC Department of Child Development and Early Education (NC-DCDEE)	10 points
G. Questions to the Provider	5 points
	<u>100 points total</u>

3.5 METHOD OF AWARD

RFP will be awarded based on best overall value method of award.

The County reserves the right to make separate awards to different Providers, to not award, or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

4.0 SCOPE OF WORK & PROVIDER'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

A. OBJECTIVES

Cumberland County Government identified the critical need for employee childcare to maintain a thriving, competitive workforce. In August 2024, Cumberland County opened the Cumberland County Employee Childcare Center. The center has a capacity of approximately 150 children, and is currently operating with approximately 40 children enrolled. Cumberland County is seeking a qualified provider to operate this existing facility.

In this initiative, a Provider must successfully operate a licensed, high-quality childcare center in the Cumberland County Employee Childcare Center, formally the Dorothy Spainhour facility, serving the families of Cumberland County Government employees. The center serving children outside of those in the care of Cumberland County employees can be discussed between the County and the selected provider.

In this initiative, the Provider must:

- Provide a safe, healthy, and responsive environment.
- Ensure the optimal physical, social, emotional, and intellectual development of each child.
- Assist each child in the development of positive self-worth through personal successes and positive reinforcement.
- Provide representation of children and adults of different ethnicity, ages, cultures, languages, socioeconomic groups, and abilities through enrollment, hiring procedures, and programming.
- Align with Cumberland County Government's Mission and Vision Statements and core values of P.R.I.D.E. (professionalism, respect, integrity with accountability, diversity, and excellent customer service).
- Obtain a 3-STAR rating or higher.
- Accept DSS Childcare Subsidy.
- Be willing to participate in the Military Childcare In Your Neighborhood-PLUS program.

B. TASKS

As mentioned in the previous section, the Provider should be able to successfully operate a licensed childcare facility for Cumberland County Government. The Provider will assume the responsibility of all operating costs, which includes costs related to staffing, and other business operational needs. Cumberland County Government will provide: the facility; maintenance, repairs and upkeep of the building and grounds; and upfront costs to meet license standards to the facility. Cumberland County will provide funding for utilities for the first year of the contract. Taking this into account, proposals must include the provider's experience, to include information regarding any current childcare facilities and star ratings. The proposal must include the provider's length of time and experience operating childcare facilities, and information on the operator's ability to conduct business in the State of North Carolina.

Provider services shall include but not be limited to the following and must be addressed as part of the proposal:

- 1) Approximate timeline when the Provider is able to begin services.
- 2) Provider shall furnish qualified staff, services, supplies and programmatic equipment such as additional books, toys, and art supplies necessary to furnish a childcare center.
- 3) Provider shall submit to NC-DCDEE licensure requirements and be able to obtain a STAR rating or 3, 4 or 5.
- 4) Provider shall be able to accept NC childcare subsidy payments and private pay.
- 5) At all times equipment and materials shall comply with the most current NC-DCDEE requirements
- 6) Provider shall ensure they maintain environment and equipment in a manner conducive to the children's health, safety, comfort, and development (physical, social, emotional, and cognitive needs).
- 7) Provider shall be in contact the County in a timely manner to obtain necessary repairs to equipment and/or facilities that are the responsibility of the County.
- 8) Provider shall ensure that the physical health and safety features of the environment conform to local, state, and federal requirements.
- 9) Provider shall protect children against the danger of fire and smoke, injury attributable to the environment, against electrical hazards, and the spread of disease and infection. The provider shall provide written notification the County immediately upon learning of any such hazard(s) and shall provide written notification to the County within twenty-four (24) hours of any investigation or citations by local, state and federal authorities.
- 10) Provider shall inform the County of any Child Protective Services reports within 24 hours of notification via completion of an incident report.
- 11) Provider shall notify the County via an incident report of any injuries to a child either upon presentation to the facility or that occurs while at the facility.
- 12) Provider shall submit proof of compliance with all local, state and/or federal building, zoning, fire, safety, and health codes for the current fiscal year. Copies of inspections certificates must be on file at the childcare facility for inspections by the County. Provider shall ensure they maintain all inspection records and have them available to the County at all times.
- 13) Provider shall communicate with County on a regular basis regarding any inspections from licensing agencies.
- 14) Provider shall remain open when Cumberland County Government is open and shall work with County in advance of any possible closures.

Provider's proposal shall include, in narrative, outline, and/or graph form the Provider's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

4.2 PROVIDER'S PROPOSAL REQUIREMENTS

The Provider's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Providers are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered non-responsive.**

A. QUALIFICATIONS AND EXPERIENCE

In its proposal, Provider shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the County of Cumberland. Provider shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Providers shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

B. EVIDENCE OF PLAN

The proposal should address the following:

- 1) Childcare center hours of operation to include the center's designated holidays
- 2) A communication plan for closures, to include parents and Cumberland County Government offices as needed.
- 3) Program philosophy and past curriculum examples, including educational opportunities such as field trips for each age group.
- 4) Workforce capacity and qualifications of provider
- 5) Communication and partnership plan with Cumberland County Government and staff member assigned for overall monitoring and compliance.
- 6) A plan for quarterly site visits and monitoring by Cumberland County Government and by NC-DCDEE.
- 7) A plan for consistency and continuity of service for enrolled students during the transition phase.
- 8) Information on how the provider will collect data on customer satisfaction regarding the facility and services and attendance. The provider will be expected to comply with metrics and requirements for reporting outcomes and submitting needed data.

- 9) Information on how the provider reports attendance and contacts parents.
- 10) A copy of the provider's proposed budget for operations and methods of budget management.
- 11) Information regarding any partnerships that would be developed to support operations.

C. COST TO EMPLOYEES

Provider must submit any proposed costs that may be incurred by Cumberland County Government employees who have children enrolled in the center, including but not limited to: tuition, activity fees and parent fees using **Attachment C: Proposal Cost**. Cost shall be all inclusive. **Exclude all sales tax from your proposal.** If discount is available for prompt payment, identify terms so it may be considered in analyzing proposal.

D. WORK PLAN – THOROUGHNESS AND DETAIL

Provider shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Provider proposes to staff the work.

E. DEMONSTRATED UNDERSTANDING AND CAPACITY

- 1) A plan for utilization of classrooms and ages to be served in each room.
- 2) Generalized information and draft budget on items to be purchased for furniture for each classroom, kitchen equipment, technology needs, and playground needs.
- 3) A communication plan for closures, to include parents and Cumberland County Government offices as needed.

F. UNDERSTANDING OF CHILDCARE STAR RATING SYSTEM

- 1) Demonstrated understanding of NC-DCDEE Star rating system.
- 2) Determination of Star Rating applying for.
- 3) Payment information, including information on the providers acceptance of NC Child subsidy and how the provider will work with the County and the Department of Social Services for those eligible for subsidy, and information regarding the providers acceptance of private pay for services.

G. QUESTIONS TO THE PROVIDER

Provider shall respond to each of the following questions. Providers are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

- 1) Are you currently operating a childcare center in Cumberland County?
- 2) Will you be able to provide transportation to any nearby schools?
- 3) Do you anticipate offering non-traditional hours of operation?
- 4) Do you anticipate offering drop-in childcare?
- 5) Describe your plan for continuation of operations during events including but not limited to adverse weather and school closures.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The 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 CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract shall have an initial term of two (2) years, beginning on the date of contract award (the "Effective Date"). The CONTRACTOR shall begin work under the Contract within 30 business days of the Effective Date.

At the end of the Contract's current term, the COUNTY shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of three additional one-year terms.

5.6 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

5.7 APPROPRIATION OF FUNDS

The parties intend those contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.8 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.9 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina and be in compliance

with NC-DCDEE requirements. 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. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.10 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY'S agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.11 ENTIRE CONTRACT

This contract formally entered into by the parties after the provider is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.12 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.13 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.14 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.15 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the

contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO PROVIDERS

1. **READ, REVIEW AND COMPLY:** It shall be the Provider's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Providers or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Provider's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double-sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Provider in preparing or submitting offers are the Provider's sole responsibility; the County of Cumberland will not reimburse any Provider for any costs incurred.
10. **PROVIDER'S REPRESENTATIVE:** Each Provider shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the Provider proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The Provider shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.
12. **INSPECTION AT PROVIDER'S SITE:** The County reserves the right to inspect, at a reasonable time, the

equipment/item, plant or other facilities of a prospective Provider prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The Provider will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **PROVIDER REGISTRATION**: Providers are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that Provider information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Provider offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned Provider certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned Provider certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

_____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact Providers to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more Providers and/or to award only a part of the services specified in the RFP.

_____ This proposal was signed by an authorized representative of the Contractor.

_____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____ All labor costs associated with this project have been determined, including all direct and indirect costs.

_____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

_____ Selection of a contract represents a preliminary determination as to the qualifications of the Provider. Provider understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Provider agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

PROVIDER:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO PROVIDERS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF PROVIDER:		FAX NUMBER:
PROVIDER'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: PROPOSAL COST

Tuition

<i>Infants/Toddlers</i>	<i>Two Year Olds</i>	<i>3-5 Year Olds</i>	<i>School Age</i>
Weekly: \$ _____	Weekly: \$ _____	Weekly: \$ _____	Weekly: \$ _____
Monthly: \$ _____	Monthly: \$ _____	Monthly: \$ _____	Monthly: \$ _____

Registration Fee

\$ _____

Activity Fee(s)

\$ _____

Parent Fee(s)

\$ _____

Late Payment Fee

\$ _____ When are payments due? _____

Late Pick-Up Fee

\$ _____ What time must children be picked up by? _____

Below the Provider can include any additional fees that have not been listed above:

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Provider: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Provider is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The Provider has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Provider is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.
- ☐ The Provider is not the subject of any current litigation or findings of noncompliance under federal or County law.
- ☐ The Provider has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Provider.

Note: This is a continuing certification and Provider shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Provider shall explain the reason in the space below:

Signature _____ Date _____

Printed Name _____ Title _____

[This Certification must be signed by an individual authorized to speak for the Provider]

ATTACHMENT E: UPDATED QUESTIONS AND ANSWERS FROM PREVIOUS RFPS

Questions/Answers:

1. Will the provider be paying for the utilities in the building?

No. The County will provide utilities.

2. Will the provider be required to accept subsidy?

According to the RFP, “provider shall be able to accept NC childcare subsidy payments and private pay”.

3. Will the bidders be required to submit a copy of their most recent financials along with their proposal?

No, however a bidder must sign and date Attachment D: Certification of Financial Condition.

4. Will bidders be required to provide details of current childcare licenses held that may be needed for any service?

Bidders are required to demonstrate their understanding of the NCDCCD-EE Star rating system and required to provide a response to the STAR rating that the bidder hopes to obtain for this facility. This can be found in the RFP under F. Understanding of Childcare Star Rating System.

5. Will bidders be required to provide details of insurance?

Bidders will be required to meet the NCDCCD-EE requirements for insurance as part of the licensing process. These documents will also need to be provided to the County upon execution of a contract to operate the center.

6. Is the County selling a building?

No, the County is looking for a provider to operate the current Cumberland County Employee Childcare Center as a licensed childcare facility for the children of county employees.

7. Could some of the offices be converted into classroom space? (i.e.: for after-school care, etc.)

Usage of office space is at the discretion of the provider selected as long as it meets the NCDCCD-EE requirements. Offices do not have restroom space attached and do not have exit points to the outside of the building.

8. If the offices can't be converted, and if they are not needed by the provider, can the provider rent them out? (i.e., to therapists, etc.).

This request would need to be included in the contract between the provider and the County and would be open for discussion.

9. Who will provide the items to stock the classrooms i.e.: paper, glue, craft supplies, etc.?

These are included in operational expenses that are the responsibility of the provider.

10. What's the average utility cost for the building?

Approximately \$25,000 in utilities per year and \$15,000 in phone/internet.

11. What's the square footage of the classrooms and please provide a floorplan?

There are a total of 6 classrooms; 1 classroom is 500 square feet, 2 classrooms are 675 square feet, 2 classrooms are 700 square feet and 1 classroom is 1000 square feet. Floorplan is attached (attachment 1 and 2).

12. Would these incident reports include minor injuries such as a trip with no injury or would it be the same as licensing requirements? Which is, within 7 days-send an incident report to the consultant if the child receives medical treatments.

Incident reports will need to be submitted for any child receiving an injury regardless of if medical treatment is sought. Incident reports will need to be submitted within 5 calendar days from the incident.

13. This is proprietary information located in our parent and staff handbooks. How would I go about pursuing confidentiality prior to sending this over?

(Evidence of Plan) Section 3.0 of the RFP, Notices to Provider includes information on confidentiality. Section 3.1 States:

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes unless the Provider has noticed the department of its intent to designate any information in the proposal as such and received permission from the department to do so in writing. Provider's notice to the department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County determines the information for which confidentiality is requested is a "trade secret" Covered by the Act, it will notify the Provider how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. The provider's submission of a proposal after receipt of this notice from the County shall be deemed to be acceptance of the County's statement of how it will maintain confidentiality. If the County determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify the Provider of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposal and shall not be considered.

14. What is the percentage of spaces (102) that would be saved for subsidy families?

There is no requirement to allocate a percentage of spaces for subsidy families. The requirement will be to accept the next child on the waiting list. The number of spaces within the childcare facility will be determined in collaboration between the provider and the county, in accordance with NCDCCD-EE licensure guidelines on ratios, class size and staffing. The RFP states that the provider must be willing to participate in the Military Childcare In Your Neighborhood-PLUS program and that the provider shall be able to accept NC childcare subsidy payments and private pay.

15. Could the current library be converted into a childcare space? Also, may the gym be used as a Makerspace and an additional school age classroom to achieve a higher capacity?

Refer to the answer for question 8. Usage of office space is at the discretion of the provider selected as long as it meets the NCDCCD-EE requirements. Offices do not have restroom space attached and do not have exit points to the outside of the building. The provider would be responsible for purchasing items for a Makerspace and ensuring safe use of equipment. The provider and the county will work together for educational spaces.

16. May we have a copy of Cumberland's observed holidays and closures so we may incorporate this into our handbook?

See attachment 3.

17. Can you also please include what age group each classroom was built/intended/used for?

All classrooms meet the space requirements set forth by NCDCCD-EE for any age group. The operator will determine age groups, in coordination with County.

18. Is the center already in operation and is the center already licensed?

Yes, the center is already in operation. The operator will need to become licensed through NCDCCD-EE.

19. While I understand that the operator is responsible for paying workers, do I need to include the cost of the workers as well?

As stated in the RFP, under Evidence of Plan B. (10), you are to provide a copy of the provider's proposed budget for operations and methods of budget management. The budget should include the provider's cost to operate the business.

20. Is the operator responsible for obtaining a license for the childcare center?

Yes, the license will be in the provider's (operator) business name.

21. Are there children already enrolled?

Yes.

22. Is this location open to the public as well as county employees? If not, can this be negotiated with the board members or decision makers. Potentially opening 30-50% of the slots to general public but giving priority to county employees.

Currently, the location is only open to children in the care of Cumberland County Government Employees. Opening up to children not in the care of Cumberland County Government employees can be discussed by the selected Provider and the County.

23. What is the age range of the current students currently enrolled?

Currently, there are children enrolled in the following classes in the following numbers:

Ages 0-12 months: 8

Ages 1-2 years: 5

Ages 2-3 years: 8

Ages 3-4 years: 10

Ages 4-5 years: 7

For a total of 38 current students.

The facility has the capacity for care for afterschool as well as summer camps for children ages 5-12. The current provider has not opened this class at this time. The facility has also been approved for night care as well.

24. Are the current employees willing to stay on board when a new operator comes on board?

There is no prohibition to retaining current staff, but whether the staff remains is ultimately up to them.

25. Can you share the salary or hourly rate of the current staff? If they decide to stay onboard, paying those employees at least at their current rate would be essential.

Since the current owner is a private business entity, any questions regarding current payroll information should be directed to the owner.

26. Can you share the current tuition rates? Keeping the children enrolled at the facility at the same rate would be important.

Current tuition rates are \$800/month for children 0-12 months, and \$700/month for all others.

27. This RFP's suspense date is short. What happened with the previous owner? Was his/her contract up?

There is a current owner who is operating the facility.

The RFP process is open to all bidders, including the current provider.

28. Is the operator contract renewed annually? Or is the intent to be an indefinite contract without specific dates?

Section 5.5 Contract term states: The contract shall have an initial term of two years. At the end of the Contract's current term, the COUNTY shall have the option, in its sole discretion, to renew the contract on the same terms and conditions for up to a total of three additional one-year terms.

29. Who is paying the rent or lease of the space?

On page 8 of the RFP, in section 4.1B: Tasks, it states: "The provider will assume the responsibility of all operating costs, while Cumberland County Government will provide: the facility, maintenance, repairs and upkeep of the building and grounds." There is no rent or lease to the space.

30. How much control does the county have and what would the working partnership look like?

On Pages 7, 8 and 9 of the RFP, under sections 4.0 Scope of Work and Providers Proposal Content Requirements as well as 4.1 Scope of Work, Section B: Tasks: provider responsibility and provisions by the County are outlined. The provider is expected to communicate regularly with the staff member assigned to the project, and to work collaboratively and communicatively with the County.

Furthermore, on page 10 of the RFP, requirements of the proposal include 5). Communication and partnership plan with Cumberland County Government and staff member assigned for overall monitoring and compliance.

31. Will the space have after school care?

As seen in Attachment 2 of the RFP, there is a classroom that has been set aside for 5 year olds as well as an area for School Age care. All classrooms meet the space requirements set forth by NCDCE-EE for any age group. The operator will determine age groups, in coordination with County.

32. What is the current staffing level?

Staffing levels must meet the requirements established by NCDCE-EE.

33. What is the cost for the light bill and other utilities?

Attachment E: Updated questions and answers from previous RFP, question 10 states that the average utility cost for the building is approximately \$25,000.00 in utilities per year and \$15,000 in phones/internet. Updated from the previous RFP issuance, the County will cover the cost of utilities in the first year of the contract.

34. How many Cumberland County Government employees are there?

There are over 2100 Cumberland County Government employees.

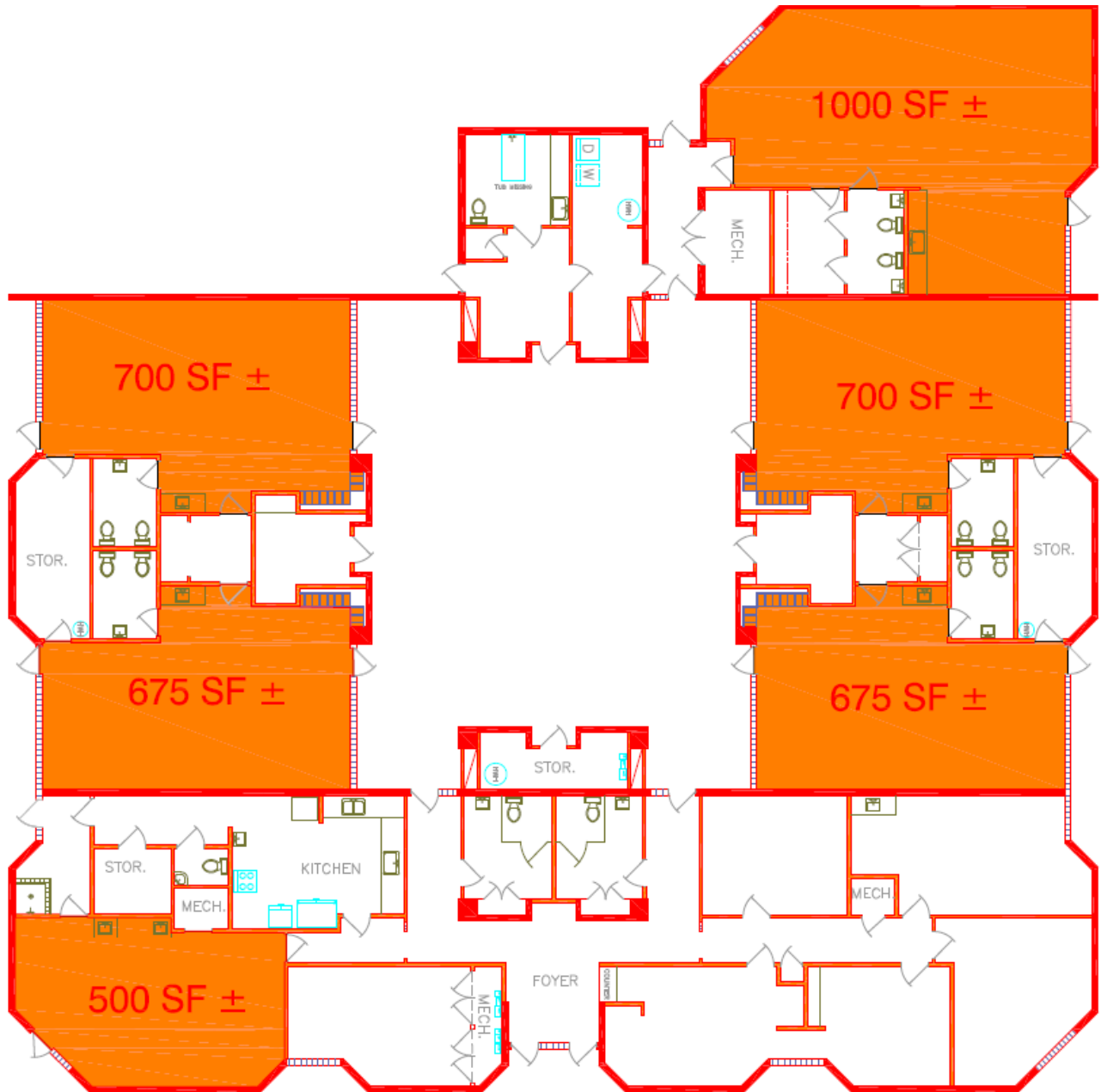
35. What are the current ratios and schedules of staff?

The facility currently provides care from 7:00 am – 6:00pm. Questions regarding staff scheduling and ratios should be directed to the current provider.

36. What is the square footage of the building?

Please refer to Attachment 2 that was including in the RFP. This is the most recent diagram of the building and has exact measurements. Square footage listed in the wording of the RFP is approximations.

Attachment 1



Attachment 3

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager

Faith B. Phillips
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

Cumberland County 2025 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2025	Wednesday
Martin Luther King Jr. Birthday	January 20, 2025	Monday
Good Friday	April 18, 2025	Friday
Memorial Day	May 26, 2025	Monday
Independence Day	July 4, 2025	Friday
Labor Day	September 1, 2025	Monday
Veterans Day	November 11, 2025	Tuesday
Thanksgiving	November 27 & 28, 2025	Thursday & Friday
Christmas	December 24, 25 & 26, 2025	Wednesday, Thursday & Friday
Floating Holiday**	<p>* May be taken between January 1 and December 31 *</p> <p>**Refer to Section 7.1 – Holidays in the Cumberland County Personnel Manual for specific information and approvals**</p>	