



Public Health Department

RFP #24-13-PH Opioid Settlement

Date of Issue: February 1, 2024

**Informational Webinar Dates: February 8, 2024 (Thursday) at 9:30 AM (EST);
February 13, 2024 (Tuesday) at 3:30 PM (EST)**

Webinar Registration Link:

<https://cumberlandcountync.webex.com/webappng/sites/cumberlandcountync/webinar/webinarSeries/register/835f859187a444c186901dc712eacfc6>

Questions Due Date: February 16, 2024 (Friday) at 2:00 PM (EST)

Proposal Due Date: March 15, 2024 (Friday) at 2:00 PM (EST)

Direct all inquiries concerning this RFP to:

Sophia Murnahan

Purchasing Manager

Email: cumberlandpurchasing@cumberlandcountync.gov

Phone: 910-678-7743

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

Since 2021, Attorney General Josh Stein announced a historic \$56 billion in national settlements with opioid companies that will help bring desperately needed resources to communities harmed by the opioid epidemic. The agreement resolves litigation over the role of four companies in creating and fueling the opioid epidemic. A Memorandum of Agreement (MOA) between the State and local governments directs how opioid settlement funds are distributed and used in our state. To maximize funds flowing to North Carolina communities on the front lines of the opioid epidemic, the MOA allocates 15 percent of settlement funds to the State and sends the remaining 85 percent to NC's 100 counties and 17 municipalities.

The overdose death rate in Cumberland County was 48 out of 100,000 people in 2022. This represents 161 people in Cumberland who died from overdose in that year. For every death, there are more non-fatal overdoses. While we are not able to capture all opioid overdoses, emergency department visits for overdoses are one way to measure the number of overdoses happening. The overdose emergency department visit rate in Cumberland County was 205.1 out of 100,000 people in 2022. This represents 688 emergency department visits by Cumberland residents for overdose in that year.

The purpose of this RFP is to fund eligible organizations to implement evidence-based, high-impact early intervention strategies to address the opioid epidemic in Cumberland County, North Carolina. In addition, this RFP builds capacity and local infrastructure to respond to the overdose crisis in Cumberland County, North Carolina. The goal of the RFP is to reduce overdose deaths, emergency department visits for overdose, and illicit opioid involvement through early intervention.

As a result of the opioid settlement, Cumberland County government is set to receive \$30,822,230 over an 18-year period. Before spending settlement funds, every local county or municipality must first select which opioid mitigation strategies they would like to fund. Under Option A of the MOA, a local government may fund one or more strategies from a shorter list of evidence-based, high-impact strategies to address the epidemic.

In January 2024, the Cumberland County Commissioners approved the utilization of \$500,000 to fund multi-year (two-years) pilot projects that align with the Option A Early Intervention Strategy (Strategy 6).

In alignment with guidelines set by the North Carolina Attorney General's Office and North Carolina Department of Health and Human Services, Cumberland County will consider funding agencies to implement Early Intervention Strategies.

Early Intervention

Early intervention. Programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health.

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

The maximum allowable funding request per applicant is up to \$500,000 over the two-year grant period, per year for two-years. Agencies may be awarded partial funding.

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 vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor 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 vendor 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.

Proposal Number: RFP #24-13-PH Opioid Settlement

Vendors shall populate all attachments of this RFP that require the vendor 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 #24-13-PH Opioid Settlement</i> <i>Cumberland County Purchasing Office</i> <i>ATTN: Sophia Murnahan</i> <i>PO Box 1829</i> <i>Fayetteville, NC 28302-1829</i>	<i>PROPOSAL TITLE:</i> <i>RFP #24-13-PH Opioid Settlement</i> <i>Cumberland County Purchasing Office</i> <i>ATTN: Sophia Murnahan</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Fayetteville, NC 28301</i>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or **before 2:00 PM, as per the clock in the Purchasing Office of the Finance Department on Friday, March 15, 2024**, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor 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) Submit **one (1) signed, original executed** proposal response, *three (3)* photocopies, and *one (1)* electronic copy on a flash drive.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor 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 sealed proposal package.
- c) The electronic copy of your proposal must be provided on a flash drive. 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.

The submitted budget and budget narrative MUST be submitted using the provided Budget Template (Attachment C). A printed version of the budget and budget narrative with an authorized signature must be included with the hard copy and on the electronic copy, as well as the Excel version that must be submitted on the electronic copy.

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

Public bid opening will be held at **2:00 PM, as per the clock in the Purchasing Office of the Finance Department on Friday, March 15, 2024, at 117 Dick Street, 4th Floor, Room 451, Fayetteville, NC 28301.**

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to cumberlandpurchasing@cumberlandcountync.gov by 2:00 p.m. (EST) on **Friday, February 16, 2024**. Vendors should enter “RFP #24-13-PH Opioid Settlement: 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/default.aspx> and shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by email.** Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors 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 vendors 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 INFORMATIONAL WEBINARS

Informational Webinar #1

Date: February 8, 2024 (Thursday)

Time: 9:30 AM (EST)

Webinar Registration Link:

<https://cumberlandcountync.webex.com/webappng/sites/cumberlandcountync/webinar/webinarSeries/register/835f859187a444c186901dc712eacfc6>

Informational Webinar #2

Date: February 13, 2024 (Tuesday)

Time: 3:30 PM (EST)

Webinar Registration Link:

<https://cumberlandcountync.webex.com/webappng/sites/cumberlandcountync/webinar/webinarSeries/register/835f859187a444c186901dc712eacfc6>

Vendor is cautioned that any information released to attendees during the informational webinar, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.5 RFP TERMS & CONDITIONS

It shall be the vendor’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. Vendors 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, those must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor’s proposal shall constitute a firm offer.

If a vendor 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 VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor 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 Finance Department as designated in this RFP. A vendor not in compliance with this provision may be disqualified from contract award.

!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 vendor has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing. Vendor's notice to the County Finance 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 Finance Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a proposal after receipt of this notice from the County Finance Departments shall be deemed to be acceptance of the County Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor 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 proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

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

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

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

If the vendor 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 all offers.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, a selection committee will review the submitted proposals. Qualifying application proposals will be collectively scored by the proposal review team. All qualified applications will be evaluated, and awards made based on the following criteria considered, to result in awards most advantageous to the County. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and to how well each response addresses the following core factors. Each application can earn up to a total of 108 points. The points possible for each section are listed in parentheses.

- Total Organizational Budget (required, not scored)
- Project Description and Implementation Plan (15 points)
- Statement of Need (10 points)
- Population Served (10 points)
- Evidence-Based Practices (10 points)
- Results/Goals and SMART Objectives (5 points)
- Evaluation (10 points)
- Equity Impact (10 points)
- Project Partners (10 points)
- Experience and Organizational Capacity (10 points)
 - Including list of current funding from Cumberland County
- Letters of Commitment/Support (required, not scored)
- Budget and Budget Narrative (10 points)
- Agencies that have not previously received funding from Cumberland County and agencies with annual budgets of less than \$1,000,000.00 will be prioritized for funding.
 - Agencies that have not previously received funding from Cumberland County (additional 4 points)
 - Agencies with annual budgets of less than \$1,000,000.00 (additional 4 points)

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 vendors, 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 & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 ELIGIBILITY

Proposals will be accepted from nonprofit organizations, governmental agencies, hospital systems, and private behavioral health and mental health providers (including providers of Office-Based Opioid Treatment and Opioid Treatment Providers), Federal Qualified Health Centers, colleges, and universities, and K-12 schools, and other community-based organizations. Proof of nonprofit status is required for entities applying as a non-profit. Applicants must clearly demonstrate experience working with individuals with opioid use disorder and a commitment to evidence-based strategies addressing opioid use disorder. Collaborative proposals are strongly encouraged. Applicants may be individual organizations or a partnership/collaboration of multiple organizations, one of which must serve as the fiscal agent or the organization that will take overall responsibility of the fiscal and grant-related requirements.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor'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. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

A. PROJECT REQUIREMENTS

Funded projects must:

- Meet a public purpose and fall within County authority to fund per NC General Statutes, to be affirmed and reviewed by the Cumberland County legal department prior to execution of a contract or funding agreement
- Identify and directly address a need related to reducing opioid overdoses and related deaths through treatment, recovery, harm reduction, and other life-saving programs
- Directly address health inequities, social determinants of health, and support equitable outcomes for the most impacted populations
- Utilize evidence-based practices
- Leverage and align with other funding sources
- Make best use of this infusion of resources
- Provide performance reporting regarding use of funds and project impact on a quarterly basis
- Include an approved budget utilizing the County's Budget Template and track and report expenditures utilizing the same form
- Comply with all provisions of the funding [North Carolina MOA](#), including expenditure tracking and federal subrecipient monitoring include costs incurred no earlier than the beginning of the contract period
- Serve the residents of Cumberland County. Funding cannot be used to serve residents in other counties.
- Proposals must be two-year projects
- A representative of funded agencies must attend monthly meetings of the Cumberland-Fayetteville Opioid Response Taskforce (4th Thursday of each month)
- Participate in all coordinated meetings with other funded agencies

4.3 PROPOSAL REQUIREMENTS

Eligible applicants shall populate all attachments of this RFP that require the nonprofit to provide information and include an authorized signature where requested. Nonprofit RFP responses shall include the following items in the following order:

Legal Name of Agency

Organization's Address

Primary Contact Title

Primary Contact Name

Primary Contact Email

Primary Contact Phone Number

Agency's Website or Social Media Page

Agency's Mission and Vision

Name of Project

Total Organizational Annual Budget

(Organizations with annual budgets of less than \$1,000,000.00 will be prioritized for funding and will receive additional points)

Amount of Funds Requested (up to \$500,000)

RFP responses should provide a concise description of the applicant's capabilities, collaborations, and partnerships. Responses are required to submit a Project Narrative, responsive to each of the following sections: Project Description and Implementation Plan, Statement of Need, Evidence-Based Practices, Population Served, Results, Evaluation, Equity Impact, Project Partners, Organizational Capacity, and Budget Narrative. Project narratives must be no more than ten (10) pages, excluding the budget and letters of commitment. Project narratives must be single-spaced in a minimum of 12-point font with 1-inch margins. The title of each section should be in bold font in the submitted document. Number each page consecutively.

All proposals will be reviewed and scored by a review committee established by Cumberland County. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and its alignment with project priorities that resources and services are provided directly to people who use opioids. The total possible points for each section are listed in parentheses, where the highest number is the best. Each application can earn a total of 108 points.

Evaluation criteria are described below.

Project Description and Implementation Plan (15 points): Provide a description of your proposed project. Clearly identify and describe which implementation strategies from the list of eligible strategies are included in the project. Describe how the proposed project will be implemented. Include information about the staff implementing the proposed project. Provide information about the of location where services are taking place. Include timelines for project implementation with specific program objectives as they relate to performance measures and budget (e.g. hiring staff or subcontractors, purchasing supplies, establishing policies and protocols, enrolling participants, etc.).

Statement of Need (10 points): Describe the need that this project will address. For example: opioid misuse, overdoses, or deaths; Narcan availability and distribution; housing, employment, incarceration, and recidivism rates, etc. Include data to demonstrate the need and cite the source of the data.

Relevant data is available at:

- <https://www.ncdhhs.gov/opioid-and-substance-use-action-plan-data-dashboard>
- <https://injuryfreenc.ncdhhs.gov/DataSurveillance/Poisoning.htm>

- <https://injuryfreenc.dph.ncdhhs.gov/DataSurveillance/Overdose.htm>
- <https://nc211.org/data/>
- <https://medicaid.ncdhhs.gov/reports/dashboards#annual>
- <https://www.countyhealthrankings.org/>
- <https://www.census.gov/>

Population Served (10 points): Identify and define the target population to be served by this project, including the eligibility criteria for services provided. Describe how you will recruit participants into your program. Provide a description of the demographic information and any other risk or protective factors of the target population. Applicants are required to list the number of anticipated clients served in the service period.

Evidence-Based Practices (10 points): These funds are intended to fund services or practices that have a demonstrated evidence base and that are appropriate for the population(s) of focus (individuals with opioid use disorder). An evidence-based practice (EBP) refers to approaches to prevention, treatment, or recovery that are validated by a credible form of documented research evidence. Proposals should describe the evidence-based practices that will be implemented.

Results/Goals and SMART Objectives (5 points): List at least one overarching goal of the project. In addition, list at least three SMART Objectives. SMART Objectives are Specific, Measurable, Achievable, Realistic, and Time-bound. SMART Objectives may align with the process, quality and outcome measures listed below.

For example:

By June 30, 2026, 200 youth in Cumberland County will complete Youth Mental Health First Aid.

By June 30, 2026, 90% of individuals completing Youth Mental Health First Aid will report on a post-survey they are satisfied with the training.

For more information about development goals and SMART Objectives visit: <https://www.samhsa.gov/grants/how-to-apply/writing-completing-application/goals-measurable-objectives>.

Evaluation (10 points): Describe the data collection and analysis measures you will use to assure ongoing, effective tracking of project goals and objectives. Describe any existing survey instruments that are being used to gather data in the target area of high need. Funded projects are required to provide a quarterly report on at least one measure from **each** of the process, quality, outcome, demographic measures. Applicants are encouraged to report on as many measures as you can. Describe **how** your project will collect data on the following demographic, process, quality, and outcome measures.

- 1) **Process Measure:** “How much did you do?” Examples: number of Youth Mental Health first aid training programs held, number of peer-based training programs held, number of other early intervention programs, number of participants, number of trainers, etc.
- 2) **Quality Measure:** “How well did you do it?” Examples: number of participants who are satisfied with training, number of participants who feel more confident in supporting children and adolescents who may be struggling, number of participants with improved skills or knowledges in supporting children who may be struggling.
- 3) **Outcome Measure:** “Is anyone better off?” Examples: number of participants trained who report using skills/knowledge gained in training, number of participants trained who report getting the social and emotional support they need, number of community overdose reversals using naloxone, number of unique participants trained.
- 4) Demographic information of participants for the process and quality measures in questions 1, 2, and 3. Examples: age, race, ethnicity, gender, education, income, and zip codes.

Equity Impact (10 points): Describe how the proposed project addresses health inequities and reaches historically marginalized populations. Additionally, describe how the proposed project addresses the needs of the uninsured and underinsured. Finally, describe how the proposed project will address social determinants of health (transportation, housing, employment, etc.) directly or through collaboration with other agencies.

Project Partners (10 points): List the community partners and agencies that will participate in this project. Describe the role and contribution of each community partner. Describe how you will make referrals to clients and collaborate with partners at the organizational level, assure coordinated services and avoid duplication of services.

Experience and Organizational Capacity (10 points): Describe the background, experience, and capabilities of your organization or department as it relates to capacity for delivering the proposed project and managing grant funds. Describe your organization's existing resources and any previous or current efforts to address the identified problems discussed. This may include any past achievements and accomplishments. Describe the qualifications and training of the staff providing services. Describe your experience in addressing health disparities and addressing social determinants of health.

Additional Points (8 points)

List any current funding you receive from Cumberland County, including funding unrelated to opioid settlement funds (e.g. Juvenile Crime Prevention Council, Community Development Block Grant, non-profit funds, American Rescue Plans funds, etc.). Agencies that have not previously received funding from Cumberland County will receive an **additional 4 points**. Agencies with annual budgets of less than \$1,000,000.00 will receive an **additional 4 points**.

Letters of Commitment/Support: Letters of commitment/support should be included from any agency or community organization integral to the success or implementation of the proposed activities. Each key partner referenced in the application narrative and/or the budget should have an accompanying letter of commitment/support to demonstrate evidence of collaboration.

Letters of commitment/support should be included with each application as an appendix and will not count toward the narrative page limit of this RFP. Letters of commitment/support are required but unscored.

Budget and Budget Narrative (10 points):

Provide a detailed project budget including all proposed project revenues and expenditures, including explanations and methodology utilizing the Budget Template (Attachment C). **The submitted budget and budget narrative MUST be submitted using the provided Budget Template (Attachment C). A printed version of the budget and budget narrative with an authorized signature must be included with the hard copy and on the electronic copy, as well as the Excel version that must be submitted on the electronic copy.** The submitted budget should be a two-year budget.

Complete the narrative section on the Budget Template. The budget narrative describes how funds would be spent and why costs included in the budget template are justified and necessary to conduct the proposed project. Costs should be reasonable and appropriate for the level of effort proposed. The budget narrative should explain how the numbers in the budget were calculated and how each expense is related to the proposed project.

Allowable eligible expenditures are limited to direct project-related costs and cannot supplant any existing funding.

REFERENCES

Vendors 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

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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

Contract term will vary depending on project.

Proposal shall include the total amount of funds requested to complete the proposed project. Applicants may request up to \$500,000 for the entire two project period, disbursed in two annual installments. Applicants may receive partial funding. Cost sharing or matching funds are not required.

Contract Year:	Dates:	Maximum Award Per Funded Project:
2024	July 1, 2024-June 30, 2025	\$250,000
2025	July 1, 2025—June 30, 2026	\$250,000

Funded agencies shall not invoice for any amounts not specifically allowed for in this RFP.

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 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.8 INVOICES

a) Invoices must be submitted to the following e-mail address:

APHealth@cumberlandcountync.gov

5.9 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.10 APPROPRIATION OF FUNDS

The parties intend that 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.

5.11 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.

5.12 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. 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.

5.13 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.

5.14 ENTIRE CONTRACT

This contract 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.

5.15 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.

5.16 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.

5.17 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 VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor'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 vendors 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 vendor'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 vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each vendor 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 vendor 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 vendor 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 VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the

equipment/item, plant or other facilities of a prospective vendor 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 vendor 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. **VENDOR REGISTRATION**: Vendor's are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/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 vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor 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 vendor 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 vendors 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 vendors 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 vendor. Vendor 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. Vendor 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.

VENDOR:		
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 VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: BUDGET TEMPLATE

All vendors **MUST** complete and submit the Excel spreadsheet (Attached to this RFP).

The submitted budget and budget narrative MUST be submitted using the provided Budget Template (Attachment C). A printed version of the budget and budget narrative with an authorized signature must be included with the hard copy and on the electronic copy, as well as the Excel version that must be submitted on the electronic copy.

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

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

- ☐ The vendor 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 vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☐ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

- ☐ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

- ☐ The vendor 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 vendor.

Note: This is a continuing certification and vendor 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, vendor 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 vendor]