



COUNTY ADMINISTRATION

RFP #26-15-ADM

UNHOUSED SUPPORT CENTER OPERATOR

Date of Issue: September 29, 2025

Questions Due Date: October 8, 2025, by 4:00 PM EST

Urged and Cautioned Pre-Proposal Conference: October 16, 2025, at 10:00 AM EST

Proposal Due Date: October 28, 2025, by 4:00 PM EST

Direct all inquiries concerning this RFP to:

Heather Skeens

Assistant County Manager

Email: hskeens@cumberlandcountync.gov

Phone: 910-678-7725

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

The County of Cumberland is issuing this Request for Proposals (RFP) to solicit proposals to enter into an agreement to operate a new Unhoused Support Center by qualified providers. The RFP is intended for applicants with the necessary capacity and experience to successfully operate a low barrier congregate shelter and a non-congregate shelter. The Unhoused Support Center will have designated space for congregate shelter, non-congregate shelter, flexible shelter space, office, and multi-purpose space. This includes a wide variety of interventions such as emergency/disaster shelter (to include white flag), outreach and engagement, and navigation of service providers within the center. Cumberland County is looking to on-board a provider to assist in the planning, design and construction of the Unhoused Support Center and to operate the Center once it is operational.

Cumberland County is the fifth largest county in North Carolina and is home to the largest army base, Fort Liberty. In February 2023, our Point in Time Count had 378 sheltered, unsheltered and transitional housing homeless individuals and families, of which 272 were unsheltered, 47 were sheltered and 59 placed in transitional housing. Cumberland County Schools identified approximately 847 students as qualifying under the McKinney-Vento Act in the 2023/2024 school year. Cumberland County has many providers, and a strong Continuum of Care (CoC) dedicated to providing services to those experiencing homelessness (sheltered or unsheltered) and those that are at immediate risk of homelessness.

The Unhoused Support Center has not been built. The selected provider will participate in the design, programming, construction and implementation of the center.

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.

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.

Email address for delivery of proposal electronically
<i>SUBJECT LINE: RFP #26-15-ADM Unhoused Support Center Operator</i> <i>hskeens@cumberlandcountync.gov</i>

IMPORTANT NOTE: All proposals shall be electronically received by the email address listed above **on or before October 28, 2025 at 4:00 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 is entirely on the vendor. It is the sole responsibility of the vendor to have

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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.

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> . Vendors who submit a notice of intent to bid to hskeens@cumberlandcountync.gov will receive addendums by email.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to hskeens@cumberlandcountync.gov by **October 8, 2025 at 4:00 PM EST**. Vendors should enter “**RFP #26-15-ADM Unhoused Support 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. **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 URGED AND CAUTIONED PRE-PROPOSAL CONFERENCE

Urged and Cautioned Pre-Proposal Virtual Conference

Date: October 16, 2025
Time: 10:00 AM Eastern Time
Contact #: 910-678-7725

Instructions: Vendor representatives are URGED and CAUTIONED to attend the pre-proposal conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. A non-mandatory pre-conference is scheduled for **October 16, 2025, at 10:00 AM Eastern Time at the link below.**

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 216 149 112 600 4

Passcode: Uy6qV9RP

Vendor is cautioned that any information released to attendees during the pre-proposal conference, other than that involving the physical aspects of the facility referenced above, 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 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal Title___ [for 'name of Vendor']". Each proposal must be for a specific set of services and must include specific pricing. If a vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered. Acceptance of alternate proposals is at the County's sole discretion

2.6 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, 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 Department as designated in this RFP. A vendor 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 vendor has noticed the County Department of its intent to designate any information in the proposal as such and received permission from the County Department to do so in writing.** Vendor's notice to the County 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 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 Department shall be deemed to be acceptance of the County Department's statement of how it will maintain confidentiality. If the County 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 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:

- | | |
|---|------------------|
| 1. Qualifications and Relative Experience of Firm | 30 points |
| 2. Qualifications and Experience of Staff | 20 points |
| 3. Respondents Technical Approach | 20 points |
| 4. Respondents Internal Training | 10 points |
| 5. Cost Proposal | <u>20 points</u> |
| | 100 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 SCOPE OF WORK

Due to the recent displacements of individuals and families with children, the closure of the primary emergency shelter and the need for increased shelter beds, an Unhoused Support Center will be built. The selected provider will assist with the design, programming, construction and operation of the center.

Services Solicited:

- Emergency Shelter programs are designed to provide emergency lodging for households who are experiencing homelessness, enroll households in the Coordinated Entry System, and help households access mainstream benefits, housing opportunities, and community resources to end their homelessness.
- Providers should be able to provide comprehensive, 24-hour, Emergency Shelter and Non-Emergency Shelter services to include adequate staffing to support basic needs of the clients; the provision of meals, hygiene resources, laundry, and other needed supplies to shelter clients; the provision or coordination of necessary supportive services; the provision of coordination of security and safety resources; and the coordination of communication, outreach, and transportation with relevant partners.
- Providers should demonstrate the ability to offer separate space and amenities for people of different gender identities not comfortable in a co-ed congregate setting.
- Unhoused Support Center must be accessible by all individuals, including those with limited mobility, according to the Americans with Disabilities Act (ADA) Accessibility standards. Providers must have plans in place to address needs of persons with disabilities.
- Unhoused Support Center must operate 24 hours a day, 7 days a week, with designated intake hours that are conducive to the needs of the population.
- Provider must be able to demonstrate adequate infrastructure to support operations. The Unhoused Support Center must be safe, sanitary, and well maintained.
- Unhoused Support Center operators must include housing focused supportive services which includes activities such as case management or housing navigations services. These services will assist all participants with identifying and progressing service plans to leave the center to permanent housing destinations, both supported by community housing programs and independently. The intensity of support and services should be directly proportional to the complexity of the participants' unique situations and length of time in the center. Center services are expected to include on-site completion of Coordinated Assessments with individuals staying at the center.
- Providers are required to assist participants with commuting to benefits appointments, off-site housing meetings, and other appointments. Providers are also required to ensure participants are transferred from referral locations to the shelter for enrollment. Providers must operate a shuttle service between the center and transit stops and other designated points for the use by participants between the hours of 8am and 8pm.
- Provider must assist participants to gain access to necessary healthcare through coordination with qualified medical personnel to ensure medical stability.
- Provider should assist participants with connecting to safe, permanent housing opportunities as quickly as possible.

- Provider should assist participants who are enrolled in the non-congregate program with case management services to work a case plan that includes a self-sufficiency plan.
- Provider should be prepared to offer white flag sheltering and cooling stations based on weather conditions.
- Provider should be prepared to utilize flex space for a disaster shelter with the assistance of county staff in the event of a disaster declaration.
- Provider will be required to report performance measures to Cumberland County on a monthly basis by the 5th of each month.

A. OBJECTIVES

For Congregate Shelter:

Adheres to Housing First principles (or has a plan to incorporate Housing First components as soon as feasible in the futures):

- Access to program is not contingent on sobriety, minimum income requirements, lack of criminal record, completion of treatment, participations in services, or other unnecessary conditions.
- Support services are available but voluntary, client-driven, individualized, and flexible.
- Services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use is part of some clients' lives. Clients are engaged in non-judgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.
- The proposed program will meet the following criteria which are based on evidence-based practices for low-barrier emergency shelter programs:
 - ADA accessibility
 - Allows couples and families to stay together
 - Accommodates services and companion animals
 - Does not discriminate based on protected classes
 - Sobriety and treatment are voluntary. Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, the provider may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier facilities.
 - Does not exclude people with criminal convictions, poor credit, or eviction histories
 - Does not require documentation of identification, custody, or citizenship
 - Does not turn away clients because of a lack of income or the appearance of an unwillingness to participate in services or employment
- 24-hour facility – individuals can remain inside all day and can access the facility later in the evening after they get off work
- Utilizes strong partnerships with community organizations that deal frequently with chronically homeless individuals (i.e., homeless outreach programs, law enforcement, mental health providers, hospitals) to identify and target potential shelter clients.
- Selected provider will make reasonable efforts to communicate with community partners and/or clients directly about shelter services, criteria, and how to access services so that information is available to potential shelter clients.

B. TASKS

A successful provider will fully operate the Unhoused Support Center, engage community partners, track and analyze systemic patterns, participate in the Continuum of Care (CoC), utilize HMIS, and work to end homelessness in Cumberland County.

The Provider must:

- Culturally Competent Service Delivery – Providers must demonstrate a strong understanding of the needs of individuals and households experiencing homelessness and demonstrate a history of client-centered care and culturally competent services delivery.
- Language Access: Providers must offer language assistance, in writing and verbally, to all individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all services.
- Low Barrier Shelter: Providers must demonstrate that the crisis barrier lodging actively reduces or eliminates barriers to accessing and maintain shelter services, such as requirements around income, criminal background, sobriety, pets, household members, storing belongings, or stringent behavioral expectations, Rules regarding access and safety of participants and staff are designed collaboratively with participants, and participants are able to access shelter resources at a time most convenient to their situation.
- Non-congregate Shelter: Providers must demonstrate that the non-congregate lodging actively reduces or eliminates barriers to accessing a shelter services, such as case management. Rules regarding access and safety of participants and staff are designed collaboratively with participants, and participants are able to access shelter resources at a time most convenient to their situation.
- Housing-focused: Providers must demonstrate that the shelter programs provide a path to housing, uniquely tailored to each participants situation, Services delivery and available resources are primarily oriented towards assisting participants with exit the shelter quickly to permanent housing destinations, independently or supported by a formal housing program.
- Safety and Security: Provider must support the safety and security of the shelter facility and surround areas and ensure the shelter environment is free from violence and incitement, Program participants must be offered opportunities to access private space and resources to secure their personal belongings.
- Handbook: Provider must develop a handbook that is approved by the Cumberland County Manager prior to opening and provided to all clients upon entering the shelter. The handbook must contain a Grievance Policy.
- Termination Policy: Providers must maintain a Termination Policy, available upon request and approved by the Cumberland County Community Development Department prior to contract execution and shared with the pram participants upon program entry. The Provider must exercise judgment and examine extenuating circumstances in determining when violations warrant termination so that a program participant is terminated only in the most severe cases. An appeals process and multi-level staff review should be included in the Termination Policy for the Non-Congregate lodging. Incident reports will be submitted to Cumberland Community Development Department on a monthly basis.
- Follow-up: The provider must address a post discharge follow up plan to determine and evaluate success of the services provided while enrolled in the programs.

The Provider is not required to adhere to the following Best Practices, however strongly encouraged to consider and/or incorporate in the proposal.

- Trauma Informed Care: A program, organization, or system that is trauma-informed realizes that widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, and others involved in the system, and responds by fully integrating knowledge about trauma into policies, procedures, and practices, and seeks to actively resist re-traumatization.
- Incorporating Perspectives from People with Lived Experience: Strongly encourage the provider to design and receive feedback from individuals with lived expertise and ensure equitable access and outcomes in program performance.
- Livable Wage: Cumberland County recommends providers pay at least a livable wage to all staff working in the program.
- Competencies for Working with People Experiencing Homelessness: The Substance Abuse and Mental Health Services administration (SAMHSA) has published needed competencies in the area of knowledge, skills and attitudes which are necessary to hold to provide effective services for individuals at risk or our experiencing homelessness. A full description of competencies, theoretical frameworks and corresponding practices can be found on their website.

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. QUALIFICATIONS AND RELATIVE EXPERIENCE OF FIRM

In its Proposal, vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the County of Cumberland.

B. QUALIFICATIONS AND EXPERIENCE OF STAFF

In its Proposal, vendor shall provide information as to the qualifications and experience of all executives, 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. Vendor 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 vendor proposes to staff the work.

C. RESPONDENTS TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the vendor'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.

D. RESPONDENTS INTERNAL TRAINING

Vendor's proposal shall include the vendor's approach to internal training related to accomplishing the tasks outlined in the Scope of Work section of this RFP.

E. COST

Proposal Number: RFP #26-15-ADM Unhoused Support Center Operator

Cost must be submitted including the full budget. 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.

Please ensure your budget includes pre and post opening work and related expenses.

F. QUESTIONS TO THE VENDOR

Vendor shall respond to each of the following questions. Vendors 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) Has your agency provided emergency shelter services, if so, how long and where?
- 2) What partnerships will be needed by your agency to be successful?
- 3) If you are not an agency located in Cumberland County, will you establish an office in the county?
- 4) How long has your agency been in operation?

G. 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

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 three (3) years, beginning on the date of contract award (the “Effective Date”). The CONTRACTOR shall begin work under the Contract within 4 months 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 two 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 INVOICES

a) Invoices must be submitted to the following address:

Cumberland County – County Manager’s Office
Heather Skeens, Assistant County Manager
PO Box 1829
Fayetteville, NC 28302-1829
Email: hskeens@cumberlandcountync.gov

b) Any applicable taxes shall be invoiced as a separate item.

5.8 PAYMENT TERMS

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

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 ENTIRE CONTRACT

The contract formally entered into by the parties after the vendor 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.

5.14 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.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

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

Proposal Number: RFP #26-15-ADM Unhoused Support Center Operator

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**: Vendors 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/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 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:
CITY & COUNTY & ZIP:		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: 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]