



**RFP-22-16-CTY**

**REQUEST FOR PROPOSALS FOR OWNER'S REPRESENTATIVE / COMMERCIAL REAL  
ESTATE BROKERAGE SERVICES FOR SITE SELECTION PROCESS - HOMELESS  
SHELTER**

**Date of Issue: January 19, 2022**

**Questions due date: January 26, 2022**

**Proposal Due Date: February 18, 2022, 4:30 PM ET**

**Direct all inquiries concerning this RFP to:**

Lorena Santos

Purchasing Manager

Email: [cumberlandpurchasing@co.cumberland.nc.us](mailto:cumberlandpurchasing@co.cumberland.nc.us)

Phone: 910-678-7743

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

## Table of Contents

<b>1.0</b>	<b>PURPOSE AND BACKGROUND .....</b>	<b>3</b>
<b>2.0</b>	<b>PROPOSAL INSTRUCTIONS &amp; REQUIREMENTS .....</b>	<b>3</b>
<b>2.1</b>	<b>REQUEST FOR PROPOSAL DOCUMENT .....</b>	<b>3</b>
<b>2.2</b>	<b>PROPOSAL SUBMITTAL .....</b>	<b>3</b>
<b>2.3</b>	<b>PROPOSAL QUESTIONS .....</b>	<b>4</b>
<b>2.4</b>	<b>ALTERNATE PROPOSALS.....</b>	<b>Error! Bookmark not defined.</b>
<b>2.5</b>	<b>RFP TERMS &amp; CONDITIONS .....</b>	<b>5</b>
<b>3.0</b>	<b>NOTICES TO VENDOR .....</b>	<b>5</b>
<b>3.1</b>	<b>PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY .....</b>	<b>5</b>
<b>3.2</b>	<b>PROPOSAL COMPLIANCE .....</b>	<b>6</b>
<b>3.3</b>	<b>PROPOSAL EVALUATION PROCESS.....</b>	<b>6</b>
<b>3.4</b>	<b>EVALUATION CRITERIA .....</b>	<b>6</b>
<b>3.5</b>	<b>METHOD OF AWARD.....</b>	<b>7</b>
<b>4.0</b>	<b>SCOPE OF WORK &amp; VENDOR'S PROPOSAL CONTENT REQUIREMENTS.....</b>	<b>7</b>
<b>4.1</b>	<b>SCOPE OF WORK.....</b>	<b>7</b>
<b>A.</b>	<b>OBJECTIVES .....</b>	<b>Error! Bookmark not defined.</b>
<b>B.</b>	<b>TASKS .....</b>	<b>Error! Bookmark not defined.</b>
<b>4.2</b>	<b>VENDOR'S PROPOSAL REQUIREMENTS.....</b>	<b>7</b>
<b>A.</b>	<b>PROJECT ORGANIZATION.....</b>	<b>Error! Bookmark not defined.</b>
<b>B.</b>	<b>TECHNICAL APPROACH.....</b>	<b>Error! Bookmark not defined.</b>
<b>C.</b>	<b>COST .....</b>	<b>Error! Bookmark not defined.</b>
<b>D.</b>	<b>QUESTIONS TO THE VENDOR.....</b>	<b>Error! Bookmark not defined.</b>
<b>E.</b>	<b>VENDOR EXPERIENCE.....</b>	<b>Error! Bookmark not defined.</b>
<b>F.</b>	<b>REFERENCES.....</b>	<b>Error! Bookmark not defined.</b>
<b>5.0</b>	<b>CONTRACT TERMS AND CONDITIONS .....</b>	<b>9</b>
<b>5.1</b>	<b>IRAN DIVESTMENT ACT .....</b>	<b>9</b>
<b>5.2</b>	<b>E-VERIFY .....</b>	<b>9</b>
<b>5.3</b>	<b>DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL .....</b>	<b>9</b>
<b>5.4</b>	<b>CONTRACT CHANGES .....</b>	<b>10</b>
<b>5.5</b>	<b>CONTRACT TERM.....</b>	<b>10</b>
<b>5.6</b>	<b>PRICING.....</b>	<b>10</b>

<b>5.7</b>	<b>INVOICES .....</b>	<b>10</b>
<b>5.8</b>	<b>PAYMENT TERMS .....</b>	<b>10</b>
<b>5.9</b>	<b>APPROPRIATION OF FUNDS .....</b>	<b>10</b>
<b>5.10</b>	<b>FINANCIAL STABILITY .....</b>	<b>10</b>
<b>5.11</b>	<b>INSURANCE: .....</b>	<b>10</b>
<b>5.12</b>	<b>GENERAL INDEMNITY.....</b>	<b>11</b>
<b>5.13</b>	<b>ENTIRE CONTRACT .....</b>	<b>11</b>
<b>5.14</b>	<b>CONTRACT CANCELLATION .....</b>	<b>11</b>
<b>5.15</b>	<b>LAWS AND ORDINANCES .....</b>	<b>11</b>
<b>5.16</b>	<b>COMPLIANCE WITH LAWS.....</b>	<b>11</b>
<b>5.17</b>	<b>CONTRACTOR REPRESENTATIONS .....</b>	<b>12</b>
<b>ATTACHMENT A: INSTRUCTIONS TO VENDORS .....</b>		<b>13</b>
<b>ATTACHMENT B: EXECUTION OF PROPOSAL .....</b>		<b>15</b>
<b>ATTACHMENT C: PROPOSAL COST.....</b>		<b>16</b>
<b>ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION.....</b>		<b>17</b>
<b>ATTACHMENT E: CERTIFICATION REGARDING LOBBYING .....</b>		<b>18</b>
<b>ATTACHMENT F: NONCOLLUSION AFFIDAVIT.....</b>		<b>19</b>

## 1.0 PURPOSE AND BACKGROUND

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As part of the American Rescue Plan Act of 2021, the U.S. Department of Treasury has allocated the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) to eligible States, counties, and cities across the U.S. to provide direct economic assistance for workers, families, small businesses, and industries. Cumberland County, as one of the recipients of CSLFRF funds, held a series of public meetings to obtain input from the community residents in identifying priority needs. In addition, a consultant was hired to prepare a gap analysis report and a Three-Year Homelessness Strategic Plan for the County to implement strategies to addressing the needs of homelessness in the community. One of the priorities identified in the gap analysis report was the need for more shelter beds for persons experiencing homelessness in the community.

The County Board of Commissioners approved to utilize CSLFRF funds to support the effort of expanding shelter beds for the homeless. The County plans to either acquire, design, and renovate an existing structure or construct a new facility to use as a homeless shelter.

The County is seeking an owner's representative/commercial real estate brokerage services for the site selection process for a shelter.

The terms "Vendor" and "Owner's Representative" are used interchangeably throughout this RFP. The terms "County" and "Owner" are used interchangeably throughout this RFP.

## 2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

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### 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.

<b>Mailing address for delivery of proposal via US Postal Service</b>	<b>Office Address of delivery by any other method (special delivery, overnight, or any other carrier)</b>
<p><i>PROPOSAL TITLE:</i> <i>22-16-CTY</i> <i>RFP FROM OWNER'S REPRESENTATIVE</i></p>	<p><i>PROPOSAL TITLE:</i> <i>22-16-CTY</i> <i>RFP FROM OWNER'S REPRESENTATIVE</i></p>

<p>Cumberland County Finance Office Attn: Lorena Santos, Purchasing Manager PO Box 1829 Fayetteville, NC 28302</p>	<p>Cumberland County Finance Office Attn: Lorena Santos, Purchasing Manager 117 Dick Street 4<sup>th</sup> Floor, Room 451 Fayetteville, NC 28301</p>
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**IMPORTANT NOTE:** All proposals shall be physically delivered to the office address listed above on or before Feb. 18, 2022, at 4:30 p.m. 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 responses, **five [5] photocopies**, and **two [2] electronic copies** on a USB 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 two (2) electronic copies of your proposal must be provided on USB flash drives. The files on the USB flash drives **SHALL NOT** be password protected, shall be in .PDF and/or .XLS format, and shall be capable of being copied to other media including being readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/VProposals/SearchResults.aspx>. Vendors who submit a notice of intent to bid to email ([CumberlandPurchasing@co.cumberland.nc.us](mailto:CumberlandPurchasing@co.cumberland.nc.us)) will receive addendums by email.

### 2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to [cumberlandpurchasing@co.cumberland.nc.us](mailto:cumberlandpurchasing@co.cumberland.nc.us) by January 28, 2022. Vendors should enter “RFP Title 22-16-CTY RFP for Owner’s Representative/Real Estate Brokerage Services: Questions” as the subject for the email. Questions will not be answered by phone. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the questions 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/MSS/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 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**

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### **3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY**

**PROHIBITED COMMUNICATION:** Each vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person outside of the County department issuing 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 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. Vendors may be required to provide a demonstration upon request.

The County reserves the right to reject 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. Overall qualifications, experience, personnel, and capability of the firm | 30 points |
| 2. Knowledge of Local Real Estate Market                                     | 30 points |
| 3. Proposed Time Schedule  | 15 points |

4. Cost Proposal

20 points

5. References

5 points

100 points

**3.5 METHOD OF AWARD**

The County reserves the right to make separate awards to different vendors, 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.

Following the deadline for receiving proposals, Cumberland County will review the proposals and develop a short list of firms to be interviewed. Those firms that are invited to **interview** will be expected to have key personnel available for presentation and interview at a future date to be set by the County.

**4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS**

The selected Vendor will be responsible for assisting the County with commercial broker services, representing the County's interest in negotiating purchases for land and building sales and providing other commercial real estate related services as requested.

**4.1 SCOPE OF WORK**

1. The selected Vendor will be responsible for providing support to the County in analyzing, negotiating, and closing on the purchase of a suitable site for the construction of a homeless shelter.
2. The principal responsibilities of the selected Vendor shall be to identify and qualify potential land and/or buildings; conduct due diligence on each site; solicit term sheets from selected sites; and negotiate the selected site real estate transaction; and assist the County in the potential due diligence and closing process associated with sales transactions.
3. Specific services may include, but are not limited to, the following:
  - a. Preparing a comprehensive market study of available site(s);
  - b. Conducting due diligence investigation of each potential site's specific suitability for a homeless shelter, including but not limited to zoning;
  - c. Assisting the County with planning, implementing, negotiating, and purchasing of property;
  - d. Preparing and negotiating purchase agreements;
  - e. Assisting the County with execution of all other transaction documents and efforts of obtaining plans, right-of-way maps, title searches, title commitments, appraisals, evidence of insurance, acquisition and/or eminent domain use in a project;
  - f. Providing progress updates and maintain timely contact with assigned County staff;
  - g. Attending meetings and/or public hearings with County staff, their agents, County officials, property owners, and other parties involved in the project, at either the request of the County or as part of the Vendor's work effort;
  - h. Providing the County with the original and/or copy of all documents produced by the Vendor as a result of the work assigned, if requested;
  - i. Other services as requested.



All services shall be provided in accordance with all applicable laws and in a manner consistent with industry best practices.

## **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. **General Project Team Information:** Include in your firm's qualification statement, the following information about your firm and all key project team members:
  1. Cover letter: Cover letter must include: (a) name, title, address, and phone number of the principle contact person, and name, address, phone number of any location where the Project's assigned personnel are based.
  2. Company overview: Include a general company overview of each key member of the Project team including location, size, years in business, and years key project team member has been with the company.
  3. Insurance Certificate: Certificate of insurance evidencing the firm's current limits of liability for commercial general liability, business automobile liability and professional liability insurance.
- b. **Project Specific Information:** Include the following information relevant to the Scope of Work for your firm and any key project team members that will provide any portion of the Scope of Work:
  1. **Firm's Information:**

Provide specific information concerning the firm, including the legal name, address, and telephone number of the company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.
  2. **Brief History, Organizational Structure, Qualifications, Key Personnel Assigned, and Experience:**

Provide specific information in this section concerning the firm's qualifications and experience in the services specified in this RFP. Provide a list of the firm's experience in providing successful real estate brokerage services for commercial properties within the last five (5) years, grouped by year. When describing experience, provide a list of key personnel, outside associates, or sub-vendors that will perform services under the contract with the County. Identify licenses and certifications for all key personnel listed. Describe additional relevant / unique services offered through your firm.
  3. **Knowledge of Local Real Estate Market and Project Approach:**

Describe the firm's ability in providing real estate services similar to those outlined in this RFP as well as experience working in the Fayetteville / Cumberland County real estate market.

**4. Time schedule proposed to accomplish tasks:**

Indicate the time required to complete each task indicated in the Scope of Work. Also identify the extent of the County personnel involvement deemed necessary, including key decision points at each stage of the project.

**5. Estimated cost of services:**

- State your commission rate for conducting the transactions in the Scope of Work;
- State your fee for evaluation of properties; and
- State any other costs the County may anticipate relating to the real estate services to be provided.

**6. 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**

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### **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 County 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 one year, beginning on the date of contract award (the "Effective Date"). The CONTRACTOR shall begin work under the Contract within 10 business days of the Effective Date.

#### **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 shall be submitted to Cumberland County at an address to be specified within the Contract. 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 30<sup>th</sup>.

#### **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.

The CONTRACTOR shall furnish Cumberland County with a certificate of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements prior to commencing the work and upon renewal or replacement of each certified coverage throughout the term of this contract.

Copies or originals of correspondence, certificates, endorsements, or other items pertaining to insurance shall be sent to: Cumberland County Risk Management, 117 Dick Street, Fayetteville, NC 28301.

## **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**

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.

## **5.14 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. Whether specified explicitly or not, this contract shall incorporate inhere all applicable clauses established in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses. ,

## **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**

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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/MSS/Vendors/Registration/Default.aspx>.

*This Space is Intentionally Left Blank*



## **ATTACHMENT B: EXECUTION OF PROPOSAL**

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### **EXECUTION**

In compliance with this Request for Proposals (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 execute/sign 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:
<b>VENDOR'S AUTHORIZED SIGNATURE:</b>	<b>DATE:</b>	EMAIL:

#### **ATTACHMENT C: PROPOSAL COST**

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## **ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION**

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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:**

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Signature

Date

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Printed Name

Title

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

## **ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**

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### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## **ATTACHMENT F: NONCOLLUSION AFFIDAVIT**

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### **NON-COLLUSION AFFIDAVIT**

State of North Carolina County of Cumberland

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal.
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham proposal.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and Sworn to Before Me,

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_