



**RFP-22-15-CTY**

**RFP FOR AID TO NONPROFIT ORGANIZATIONS**

**CUMBERLAND COUNTY**

**Requests Proposals for Projects to Help the  
Community Recover from and Respond to  
COVID-19 and its Negative Economic Impacts**

**The American Rescue Plan Act of 2021  
Coronavirus State and Local Fiscal Recovery  
Funds**

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

**Proposal Submission Deadline: February 28, 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

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## **RFP-22-15-CTY RFP FOR AID TO NONPROFIT ORGANIZATIONS**

### **1.0 PURPOSE AND BACKGROUND**

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Cumberland County requests proposals from nonprofit organizations for projects to help the community recover from and respond to COVID-19 and its negative economic impacts.

Cumberland County has been awarded \$65.2 million in Coronavirus State and Local Fiscal Recovery Funds (Recovery Funding), as part of the American Rescue Plan Act. This infusion of federal resources is intended to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Cumberland County is committed to investing these funds in projects that:

- Align to county strategic priorities and community objectives
- Support equitable outcomes for most impacted populations
- Leverage and align with other governmental funding sources
- Make best use of this one-time infusion of resources
- Have a lasting impact

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

### **2.0 GENERAL INFORMATION**

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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 nonprofit 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 nonprofit 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 nonprofit 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.

Nonprofits shall populate all attachments of this RFP that require the nonprofit 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.

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Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<p style="text-align: center;"><i>PROPOSAL TITLE:</i> <i>22-15-CTY</i> <i>RFP FOR AID TO NONPROFIT ORGANIZATIONS</i></p> <p style="text-align: center;">Cumberland County Finance Office Attn: Lorena Santos, Purchasing Manager PO Box 1829 Fayetteville, NC 28302</p>	<p style="text-align: center;"><i>PROPOSAL TITLE:</i> <i>22-15-CTY</i> <i>RFP FOR AID TO NONPROFIT ORGANIZATIONS</i></p> <p style="text-align: center;">Cumberland County Finance Office Attn: Lorena Santos, Purchasing Manager 117 Dick Street 4<sup>th</sup> Floor, Room 451 Fayetteville, NC 28301</p>

**IMPORTANT NOTE:** All proposals shall be physically delivered to the office address listed above **on or before February 28, 2022, at 4:30 PM per the clock located in the Finance Department**, the proposal deadline 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 nonprofit. It is the sole responsibility of the nonprofit 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) Nonprofit 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/Nonprofits/VProposals/SearchResults.aspx>. Nonprofits 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.

It shall be the nonprofit'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. Nonprofits also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Nonprofits have 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. If the County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The County may also elect to leave

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open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and answer period. Other than through this process, the County rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Nonprofit's proposal. This applies to any language appearing in or attached to the document as part of the Nonprofit's proposal that purports to vary any terms and conditions or Nonprofits' instructions herein or to render the proposal non-binding or subject to further negotiation. Nonprofit's proposal shall constitute a firm offer. By execution and delivery of this RFP Response, the Nonprofit agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Nonprofit's proposal as nonresponsive.

### **2.3 PROPOSAL QUESTIONS**

Upon review of the RFP documents, Nonprofits may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Nonprofits shall submit any such questions by the above due date.

Written questions shall be emailed to [cumberlandpurchasing@co.cumberland.nc.us](mailto:cumberlandpurchasing@co.cumberland.nc.us) by January 26, 2022, at 3 PM. Nonprofits should enter "RFP Title 22-15-CTY RFP for Nonprofit Organizations- Questions" as the subject of the email. Questions 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. No information, instruction or advice provided orally or informally by any Cumberland County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

### **2.4 PRE-PROPOSAL FUNDING WORKSHOP**

A virtual workshop will be held on **Monday, January 24, 2022, from 3:30 to 5:00 p.m.** This session is optional for nonprofits. Sign up by emailing Lorena Santos, Purchasing Manager, at [cumberlandpurchasing@co.cumberland.nc.us](mailto:cumberlandpurchasing@co.cumberland.nc.us). During the online session, staff will provide information about the RFP. All questions and responses from the session will be posted in the form of an addendum, and a recording of the session will be published. Nonprofit is cautioned that any information released to attendees during the pre-proposal conference must be confirmed by written addendum before it is considered to be a part of this proposal.

### **2.5 RFP TERMS & CONDITIONS**

It shall be the nonprofit'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. Nonprofits 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. Nonprofit's proposal shall constitute a firm offer.

If a nonprofit 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 PURPOSE AND BACKGROUND

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#### 3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

**PROHIBITED COMMUNICATION:** Each non-profit submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Finance Department as designated in this RFP. A non-profit 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 nonprofit 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. Nonprofit'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 nonprofit how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Nonprofit'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 nonprofit 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 METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Nonprofit(s) meeting the RFP requirements and best fits the needs of the County.

Cumberland County reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Nonprofit and its staff, and cost. Nonprofits are cautioned that this is a request for offers, not an offer or request to contract, and the County reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the County.

#### 3.3 EVALUATION CRITERIA

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

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- Amount of Funds Requested
- Recovery Fund Eligible Category
- Project Plan
- Statement of Need
- Federal, State or Local Assistance Related to COVID-19 Previously Applied for and/or received
- Link to COVID-19
- Population Served and Connection to Qualified Census Tracts
- Results
- Evaluation
- Equity Impact
- Project Partners
- Organizational Capacity
- Budget
- Special Considerations

### 4.0 SCOPE OF WORK

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#### 4.1 ELIGIBILITY

Proposals will be accepted from nonprofit organizations and proof of nonprofit status is required. Collaborative proposals are welcome and collaborating nonprofit organizations should select a lead entity for application submission and contracting purposes.

#### 4.2 PROJECT REQUIREMENTS

Funded projects must:

- Meet the eligible use of funds for [Coronavirus State and Local Fiscal Recovery Funds](#), per [U.S. Treasury guidance](#)
- Meet the eligible use of funds per the [Federal Office of Management and Budget Uniform Guidance](#).
- Meet a public purpose and fall within County authority to fund per NC General Statutes, to be affirmed and reviewed by the Cumberland County legal department prior to execution of a contract or funding agreement.
- Identify and directly address a need or negative impact of the COVID-19 public health emergency
- Support equitable outcomes for most impacted populations
- Leverage and align with other funding sources
- Make best use of this one-time infusion of resources
- Provide performance reporting regarding use of funds and project impact on a quarterly basis
- Include an approved budget utilizing the County's Budget Template and track and report expenditures utilizing the same form
- Comply with all provisions of the funding contract, including expenditure tracking and federal subrecipient monitoring include costs incurred no earlier than March 3, 2021
- All funds must be obligated by December 31, 2024
- Complete all work and fully expend all funds by December 31, 2026

### 4.3 NONPROFIT PROPOSAL REQUIREMENTS

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

**Name of Organization**

**Organization's Address**

**Primary Contact Title**

**Primary Contact Email, Phone Number**

**Name of Project**

**Amount of Funds Requested**

**Recovery Funding Eligibility Category**

Please select one:

- Prevent and mitigate COVID-19
- Enhance behavioral and mental health services  
(Such as psychotherapy, crisis support services and recovery support services)
- Improve the design and execution of health and public health programs
- Address disparities in public health outcomes
- Assistance to households
- Small business and non-profit support<sup>1</sup>
- Aid to impacted industries
- Assistance to unemployed workers (such as job training programs; childcare assistance and transportation assistance)
- Improve efficacy of economic relief programs
- Services for disproportionately impacted communities  
(Such as those individuals residing in a qualified census tract)

**Proof of Nonprofit Status**

**Brief Project Description:** Provide a short summary of your proposed project.

**Project Plan:** Explain how the project will be structured and implemented, including timeframe.

**Statement of Need:** Describe the need that this project will address. Include data to demonstrate the need and cite the source of the data.

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### Federal, State or Local Assistance Related to COVID-19 Previously Applied for and/or received

**Link to COVID-19:** Identify a health or economic harm resulting from or exacerbated by the public health emergency, describe the nature and extent of that harm, and explain how the use of this funding would address such harm.

**Population Served:** Define the population to be served by this project, including volume and demographic characteristics of those served.

**Results:** Describe the proposed impact of the project. List at least 3 performance measures that will be tracked and reported. If possible, include baselines and goals for each performance measure.

**Evaluation:** Describe the data collection, analysis, and quality assurance measures you will use to assure ongoing, effective tracking of contract requirements and outcomes.

**Equity Impact:** How will this effort help build toward a just, equitable, and sustainable COVID-19 recovery? How are the root causes and/or disproportionate impacts of inequities addressed?

**Project Partners:** Identify any subcontractors you intend to use for the proposed scope of work. For each subcontractor listed, indicate: 1.) What products and/or services are to be supplied by that subcontractor and 2.) What percentage of the overall scope of work that subcontractor will perform. Also, list non-funded key partners critical to project.

**Capacity:** Describe the background, experience, and capabilities of your organization or department as it relates to capacity for delivering the proposed project and managing federal funds.

**Budget:** Provide a detailed project budget including all proposed project revenues and expenditures, including explanations and methodology utilizing **the Budget Template (Attachment C)**. For all revenue sources, list the funder and denote whether funds are confirmed or pending. For project expenses, denote all capital vs. operating costs, and reflect which specific expenses are proposed to be funded with one-time Cumberland County Recovery Funds (on a reimbursement basis).

**Special Considerations:** Provide any other information that might assist the County in its selection.

## 5.0 REQUIREMENTS

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### 5.1 CONTRACT TERM

Contract term will vary depending on project. All work must be completed and funds fully expended by December 31, 2026.

### 5.2 AMOUNT OF FUNDS REQUESTED

Proposal shall include the total amount of funds requested to complete the proposed project. Nonprofit shall not invoice for any amounts not specifically allowed for in this RFP.

### 5.3 NONPROFIT'S REPRESENTATIONS

- a) Nonprofit warrants that qualified personnel shall provide Services under this proposed project 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.

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Nonprofit agrees that it will not enter any agreement with a third party that may abridge any rights of the County under this Contract.

- b) Unless otherwise expressly provided herein, Nonprofit will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Nonprofit to provide and deliver the Services and Deliverables.
- c) Nonprofit warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Nonprofit has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Nonprofit 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.

### 6.0 GENERAL TERMS AND CONDITIONS

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1. **READ, REVIEW AND COMPLY:** It shall be the Nonprofit'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 Nonprofits or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Nonprofit's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** Cumberland County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Nonprofit, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Nonprofit shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
  - All copies of the proposal are printed double sided.
6. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Cumberland County is committed to retaining vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Nonprofits certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified nonprofits as subcontractors on County contracts.
7. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any

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company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Cumberland County by any company identified in a) or b) above shall be void *ab initio*.

8. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
9. **INFORMAL COMMENTS:** Cumberland 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 writing in this RFP and in formal Addenda issued through IPS.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Nonprofit in preparing or submitting offers are the Nonprofit's sole responsibility; Cumberland County will not reimburse any Nonprofit for any costs incurred or associated with the preparation of proposals.
11. **AVAILABILITY OF FUNDS:** Any and all payments to the Nonprofit shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
12. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
13. **PAYMENT TERMS:** Payment terms will be Net 30 days after receipt of an accurately submitted invoice.
14. **NON-DISCRIMINATION:** The Nonprofit will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
15. **ADVERTISING:** Nonprofit agrees not to use the existence of The Contract or the name of Cumberland County as part of any commercial advertising or marketing of products or Services. A Nonprofit may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.
16. **INSURANCE:** Providing and maintaining adequate insurance coverage is a material obligation of the NONPROFIT 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 NONPROFIT 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 NONPROFIT shall not be interpreted as limiting the NONPROFIT'S liability and obligations under the Contract.

During the term of the Contract, the NONPROFIT at its sole cost and expense shall provide commercial

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insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

17. **GENERAL INDEMNITY:** The Nonprofit shall hold and save Cumberland 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 The 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 Nonprofit in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Nonprofit provided that the Nonprofit is notified in writing within 30 days from the date that the County has knowledge of such claims. The Nonprofit 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 Nonprofit deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
18. **CONFIDENTIALITY:** Any County information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Nonprofit under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Cumberland County.
19. **COMPLIANCE WITH LAWS:** Nonprofit 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 The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
20. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Nonprofit's proposal are incorporated herein by reference as though set forth verbatim.  
All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
21. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the County and the Nonprofit.
22. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County under applicable law. The waiver by the County of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
23. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
24. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the

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County under applicable law.

- 25. FEDERAL TERMS AND CONDITIONS APPLY:** As such, federal laws, regulations, policies and related administrative practices apply. The most recent of such federal requirements, including any amendments made after the execution of a Contract shall govern the Contract, unless the federal government determines otherwise. The Nonprofit is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

**ATTACHMENT A: EXECUTION OF PROPOSAL**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned nonprofit offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned nonprofit 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 nonprofit 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 Nonprofit 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 nonprofits 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 nonprofits and/or to award only a part of the services specified in the RFP.
- \_\_\_\_\_ This proposal was signed by an authorized representative of the Nonprofit.
- \_\_\_\_\_ The potential Nonprofit 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 Nonprofit 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 nonprofit. Nonprofit 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. Nonprofit 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.**

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

**ATTACHMENT B: 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 Nonprofit, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Nonprofit 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 Nonprofit's Authorized Official

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

\_\_\_\_\_  
Date

**ATTACHMENT C: BUDGET TEMPLATE**

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OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Cost Items	Grant Project
		<i>Project Name</i>
		<i>Project ID</i>
<a href="#">200.430</a>	Personnel (Salary and Wages)	\$0.00
<a href="#">200.431</a>	Fringe Benefits	\$0.00
<a href="#">200.475</a>	Travel	\$0.00
<a href="#">200.439</a>	Equipment & Other Capital	\$0.00
<a href="#">200.453</a>	Material & Supplies	\$0.00
<a href="#">200.318</a>	Contractual Services	\$0.00
<a href="#">200.459</a>	Consultant (Professional Service)	\$0.00
<a href="#">200.465</a>	Occupancy (Rent and Utilities)	\$0.00
<a href="#">200.471</a>	Telecommunications	\$0.00
<a href="#">200.473</a>	Training and Education	\$0.00
	Additional Cost Item(s) -- add lines as needed	\$0.00
	Total Project Budget	\$0.00