



Public Health Department

RFP #26-6-PH Doulas Services

Date of Issue: August 1, 2025

**Informational Webinar Dates: August 7, 2025 (Thursday) at 10:00 AM (EST) and
August 11, 2025 (Monday) at 10:00 AM (EST)**

Questions Due Date: August 15, 2025 (Friday) at 2:00 PM (EST)

Proposal Due Date: September 5, 2025 (Friday) at 2:00 PM (EST)

Direct all inquiries concerning this RFP to:

Sophia Murnahan

Purchasing Manager

Email: CumberlandPurchasing@cumberlandcountync.gov

Phone: 910-678-7743

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

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1.0 PURPOSE AND BACKGROUND

Maternal mortality and severe maternal morbidity are pressing public health issues. Cumberland County is committed to addressing the maternal mortality crisis and ongoing disparities among infant and maternal mortality rates, particularly in underserved areas. Black babies in North Carolina are 2.5 times more likely to die than white babies, and black women experience almost twice the rate of maternal mortality than white women. In Cumberland County, the current infant mortality rate stands 9.9 per 1,000 live births, with a total of 260 infant deaths recorded between 2019 and 2023, rising to 110.8 in the most recent year. With increased attention on maternal health outcomes, there have been national and state efforts to implement public health interventions focused on improving outcomes and reducing racial and ethnic disparities in outcomes.

Birth doulas are defined as “a trained professional who supports a birthing woman during labor and birth” (www.dona.org). Birth doulas are trained to provide continuous physical, emotional, and informational support to birthing women and their partners to help them achieve the healthiest, most satisfying birth experience as possible. A birth doula serves as the liaison and advocate to the birthing woman and her family, but specifically in the context of education and support prenatally and during labor, birth and postpartum. Doulas do not replace the partners during labor and birth. Doulas assist partners to feel comfortable in knowing how to support their loved one. There is increasing evidence to support the use of birth doulas. Research finds that those who receive doula services have lower odds of cesarean delivery, use of epidural, preterm birth, low birth weight, shorter length of labor, higher odds of receiving respectful care, and higher rates of breastfeeding initiation. Provided these benefits, some states have introduced and passed legislation approving Medicaid coverage of doula services. In NC, several iterations of doula legislation have been introduced, but none have passed as of June 2025. Despite providing significant benefits, doula services are often underutilized. In many cases, this is due to women not being familiar with the concept of a doula, the cost prohibitive nature of a doula and lack of access to doulas. In North Carolina, doulas are practicing in approximately 30% of counties around the state, including Cumberland County.

The purpose of this RFP is to fund two eligible organizations the ability to provide the birth doulas services that individuals without insurance coverage for doula services. Doulas associated with the selected organizations will be required to be trained through a DONA International affiliated organization or other entity. Applicant agencies will be required to identify, hire, or contract with two doulas who will provide support to at least 30 pregnant women and serve as their primary doula during the project period. The two doulas will work collaboratively to ensure that all pregnant women have continuous labor support, thereby providing back-up coverage for each other. The doulas will be expected to maintain contact with the woman at the following intervals: up to three times during pregnancy, within one week after birth, up to six weeks after birth, and at six months and 12 months postpartum.

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.

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><i>PROPOSAL TITLE:</i></p> <p><i>RFP #26-6-PH Doula Services</i></p> <p><i>Cumberland County Purchasing Office</i> <i>ATTN: Sophia Murnahan</i> <i>PO Box 1829</i> <i>Fayetteville, NC 28302-1829</i></p>	<p><i>PROPOSAL TITLE:</i></p> <p><i>RFP #26-6-PH Doula Services</i></p> <p><i>Cumberland County Purchasing Office</i> <i>ATTN: Sophia Murnahan</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Fayetteville, NC 28301</i></p>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above **on or before 2:00 PM, as per the clock in the Purchasing Office of the Finance Department on Friday, September 5, 2025**, 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.

Public bid opening will be held at 2:00 PM, as per the clock in the Purchasing Office of the Finance Department on Friday, September 5, 2025, at 117 Dick Street, 4th Floor, Room 451, Fayetteville, NC 28301.

- Submit **one (1) signed, original executed** proposal response, **three (3)** photocopies, and **one (1)** electronic copy on a flash drive.
- 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.
- The electronic copy of your proposal must be provided on a flash drive. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

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 CumberlandPurchasing@cumberlandcountync.gov will receive addendums by email.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to CumberlandPurchasing@cumberlandcountync.gov by **Friday, August 15, 2025 at 2:00 PM**. Vendors should enter “**RFP #26-6-PH Doula Services: 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 INFORMATIONAL WEBINARS

Informational Webinar #1

Date: August 7, 2025 (Thursday)

Time: 10:00 AM (EST)

Webinar Registration Link:

<https://cumberlandcountync.webex.com/cumberlandcountync/j.php?MTID=me3440e41271488ba99b24dc11e46f135>

Password: CCDoula (2236852 when dialing form a phone or video system)

Join by phone +1-415-655-0001

Access code: 233 745 98084

Informational Webinar #2

Date: August 11, 2025 (Monday)

Time: 10:00 AM (EST)

Webinar Registration Link:

<https://cumberlandcountync.webex.com/cumberlandcountync/j.php?MTID=mf36eaa82252b64dfbee572719a7236a4>

Password: CCDoula (2236852 when dialing form a phone or video system)

Join by phone +1-415-655-0001

Access code: 233 138 72683

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

2.5 RFP TERMS & CONDITIONS

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

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

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

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Finance Department as designated in this RFP. A vendor 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 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 Department shall be deemed to be acceptance of the County Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

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

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

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

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

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

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

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

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated by a selection committee that will review the submitted proposals. Qualifying application proposals will be collectively scored by the proposal review team. All qualified applications will be evaluated, and awards made based on the following criteria considered, to result in awards most advantageous to the County. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and to how well each response addresses the following core factors. Each application can earn up to a total of 100 points. The points possible for each section are listed in parentheses.

- Total Organizational Budget (required, not scored)
- Statement of Need (10 points)
- Project Description and Implementation Plan (25 points)
- Data Collection, Evaluation and Reporting (15 points)
- Equity Impact (10 points)
- Collaboration and Coordination (15 points)
- Experience and Organizational Capacity (15 points)
 - Including list of current funding from Cumberland County
- 2 Letters of Commitment/Support (required, not scored)
- Budget and Budget Narrative for project (10 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 ELIGIBILITY & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 ELIGIBILITY

Proposals will be accepted from nonprofit organizations, governmental agencies, hospital systems, private health care providers, Federal Qualified Health Centers, and other community-based organizations. Proof of nonprofit status is required for entities applying as a non-profit. Applicant agencies must be physically located in Cumberland County. Funding will support services to Cumberland County residents. Each application agency must demonstrate the capacity to provide services required under this RFP. The selected applicant will be required to meet all staff requirements and carry out all activities listed in the scope of services.

Applicants must have expertise managing programs or initiatives that are staffed by trained doula who directly serve pregnant, postpartum and/or interconception women in Cumberland County. In addition, applicants must demonstrate that their organization is recognized and respected in the county/ies they intend to serve and present evidence of their connections with other agencies. At least two letters of support and/or Memorandums of Agreement (MOAs) outlining the nature of the relationship and the roles that each partner plays in serving clients must be attached to the application.

The funded Doula program (site) will be required to provide the following core components:

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- Doula will provide education on breastfeeding, childbirth, postpartum warning signs, postpartum support plan, reproductive life planning, lactation support, and interconception care.
- Doula will make referrals to local social services; prenatal and/or primary care providers, or childcare resources for pregnant and postpartum women.
- Doula will conduct home or office visits during pregnancy and up to 12 months postpartum.
- Doula will provide continuous labor support for each program participant requesting doula services.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

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

A. PROJECT REQUIREMENTS

- 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
- Agencies must have at least three years of experience providing doula services
- Serve the residents of Cumberland County. Funding cannot be used to serve residents in other counties.
- Hire or contract with two birth doula certified by accredited/affiliated organization. Examples of accredited/affiliated agencies include: DONA International, The National Doula Certification Board, CAPPA (Childbirth and Postpartum Professional Association), ICEA (International Childbirth Education Association, NBDA (National Black Doula Association).
- Utilize evidence-based practices
- Complete at least one training on focused on health equity, health disparities, or social determinants of health to support individual competencies and organizational capacity to promote health equity.
- Provide continuous labor support to at least 30 clients annually
- Initiate and maintain contact with doula clients as follows: at least 3 visits during pregnancy; within 2 days after birth; and within 6 weeks after birth.
- Provide back-up coverage to the second doula contracted or hired with the program to ensure that all clients have continuous labor support.
- A representative of the funded agency must attend monthly Perinatal Taskforce meetings held the 3rd Tuesday of each month at 3 PM at the Health Department
- Collect and submit data at several intervals before, during and after birth including but not limited to number of women served by race and ethnicity, entry into prenatal care; number of prenatal visits completed; birth and postpartum satisfaction; reproductive life planning; breastfeeding initiation and duration; and number of organizations that collaborate with the Doula program
- Participate in all coordinated meetings with other funded agencies
- 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.

B. PROPOSAL REQUIREMENTS

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

Legal Name of Agency

Organization's Address

Primary Contact Title

Primary Contact Name

Primary Contact Email

Primary Contact Phone Number

Agency's Website or Social Media Page

Agency's Mission and Vision

Name of Project

Total Organizational Annual Budget

Amount of Funds Requested

RFP responses should provide a concise description of the applicant's capabilities, collaborations, and partnerships. Responses are required to submit a Project Narrative, responsive to each of the following sections: Statement of Need, Project Description and Implementation Plan, Results/Goals and SMART Objectives, Data Collection, Evaluation and Reporting, Equity Impact, Collaboration and Coordination, Experience and Organizational Capacity.

Project narratives must be no more than ten (10) pages, excluding the budget and letters of commitment. Project narratives must be single-spaced in a minimum of 12-point font with 1-inch margins. The title of each section should be in bold font in the submitted document. Number each page consecutively.

Applicants must submit a budget, which requires a line item budget for each year of funding and a narrative justification. A narrative justification for expenses must be included for every expense listed in the budget. Each justification should show how the amount on the line item was calculated, and it should be clear how the expense relates to the project.

All proposals will be reviewed and scored by a review committee established by Cumberland County. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and its alignment with project priorities. The total possible points for each section are listed in parentheses, where the highest number is the best.

Evaluation criteria are described below:

Statement of Need (10 points)

All applicants must provide a clear description of the need for the proposed Doula Program in Cumberland County. In order to improve maternal health outcomes in Cumberland County applicants must describe: 1) The factors that contribute to poor maternal morbidity and mortality rates and 2) the need for Doula services in Cumberland County and 3) data demonstrating health disparities and inequities that affect the health and well-being of women of reproductive age in Cumberland County (i.e. obesity, hypertension, substance use, tobacco use, etc.)

Appropriate data sources must be cited in the needs assessment. One way this can be done is by using endnotes. If you use endnotes, the citation list can be included on a separate page and will not count against the page limit for this section.

Program Description and Implementation Plan (25 points)

Applicants must describe their plan to implement a Doula Program in Cumberland County. Please refer to the Project Requirements in section 4.2.A of this RFP for details. Applicants must describe how their program will meet or exceed the Doula Program's service deliverables, and describe the activities involved to meet the deliverables. Proposals should describe the evidence-based practices that will be implemented. Applicants must include the activities, timeline for each activity, measures of accomplishment, and person(s) responsible for each objective listed in the workplans. Describe how the activities will be effective in addressing the Doula Program's objectives and goals.

Data Collection, Evaluation and Reporting (15 points)

Applicants must describe who will be responsible for data collection, how the data will be collected, and who will be responsible for the data evaluation and reporting. Describe any existing survey instruments that are being used to gather data. Describe your plan and process for capturing data related to client demographic information by race and ethnicity, number of prenatal care visits, number of home and/or community visits completed, maternal outcomes including pregnancy, postpartum visits, complications (severe maternal morbidity), breastfeeding initiation, number of women, infants and families served, induction, and cesarean numbers, and feedback received from completed client satisfaction surveys. Funded projects are required to provide a quarterly report.

Equity Impact (10 points)

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

Collaboration and Coordination (15 points)

Describe your agency's current linkages with birthing facilities and other health and human service organizations that serve women of reproductive age. List the community partners and agencies that will participate in this project. Describe the role and contribution of each community partner. Describe how you will make referrals to clients and collaborate with partners at the organizational level to address social determinants of health and assure coordinated services.

Experience and Organizational Capacity (15 points)

Describe your agency's mission, background and services and current capacity for implementing a Doula Program. Describe your agency's plan to allocate FTEs or contract with two Doulas. Include job descriptions for the Doula positions and curriculum vitae (if available). Describe the qualifications and training of the staff providing services. Describe which agency/organization issued a certification for each of the contracted/hired doulas. Describe your experience in addressing health disparities and addressing social determinants of health.

Budget and Budget Narrative (10 points)

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

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

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

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

Proposal shall include the total amount of funds requested to complete the proposed project. Applicants may request up to \$75,000 for the project period, disbursed in quarterly installments. Applicants may receive partial funding. Cost sharing or matching funds are not required.

Contract Year	Dates:	Maximum Award Per Funded Project:
2026	January 1, 2026-December 30, 2026	\$75,000

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

5.6 PRICING

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

5.7 INVOICES

a) Invoices must be submitted to the following e-mail address: APHealth@cumberlandcountync.gov

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

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

ATTACHMENT C: BUDGET TEMPLATE

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

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

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

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

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

Date of latest audit: _____

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

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

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

Signature _____ Date _____

Printed Name _____ Title _____

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