

**CUMBERLAND COUNTY, NC
COMMUNITY DEVELOPMENT DEPARTMENT
REQUEST FOR PROPOSALS
(Re-Advertised)**

COORDINATED ACTIVITIES FOR THE CONTINUUM OF CARE ON HOMLESSNESS

PURPOSE

Cumberland County, as a grantee of Federal housing and community development funds through the U.S. Department of Housing and Urban Development (HUD), is seeking statement of qualifications from qualified individuals/firms to provide Continuum of Care planning services for the Fayetteville / Cumberland County Continuum of Care (CoC) on Homelessness. Individuals / firms with relevant Continuum of Care experience are encouraged to apply. Consideration will be limited to individuals/firms which have demonstrated successful experience in providing similar services for other CoCs.

SUBMISSION DEADLINE

Proposals will be accepted by Cumberland County Community Development through **5:00 pm, Monday, November 18, 2019**. All proposals must be submitted in a sealed envelope. No faxed or emailed proposals will be accepted.

Proposals must be submitted to:

**Dee Taylor, Director
Cumberland County Community Development (CCCD)
707 Executive Place
Fayetteville, NC 28305**

It is the sole responsibility of the applicant to ensure the proposal is received before the submission deadline. An applicant shall bear all risks associated with delays in mail, courier services, or delivery.

WHO CAN APPLY / QUALIFICATIONS

An applicant can be any individual or firm that has the qualifications and experience to perform the work outlined in the Scope of Work.

PROPOSAL SUBMITTAL INSTRUCTIONS

Each proposal should include the following:

1. Firm/individual name, address, phone number, email, name of authorized representative;
2. Type of work typically performed by the firm/individual;
3. Description of previous work that are like or similar to those outlined in this proposal;
4. Project Approach;

5. Resumes of personnel that will perform services under the contract with the County;
6. Fee Structure – Proposers shall respond with an hourly rate and an estimate of hours for the scope of services for a not to exceed amount;
7. Timeline of work to be performed;
8. Use of minority contractors / vendors;
9. References; and
10. A Certificate of Insurance evidencing coverage as follows: \$1,000,000 Professional Liability; General Liability \$1,000,000 per occurrence; \$2,000,000 aggregate Automobile Liability; \$300,000 Worker’s Compensation to statutory limits; Employers liability, with Cumberland County to be named as an additional insured for General Liability. In the absence of such certificate, proposers may submit a Letter-of-Commitment from an acceptable insurance company setting forth that the required insurance coverage will be available to the proposer at the time/term of contract commencement. Letters-of-Intent from insurance brokers will not be considered acceptable.

EVALUATION CRITERIA

Proposals will be reviewed by a selection committee comprised of CCCD staff, other County departments, and/or CoC members. The committee will select the most responsible proposer who fully complied with all requirements of this RFQ and whose past performance, reputation, and financial capability is deemed acceptable based on the criteria stipulated in this RFQ. The following criteria will be used to evaluate proposals:

1. Capability of the firm/individual to perform Scope of Work (20%);
2. Experience of personnel assigned to the project (20%);
3. Experience of the firm/individual performing similar work (15%);
4. Estimated cost of services (15%);
5. Project approach (15%)
6. Time schedule (10%);
7. The use of certified minority contractors/vendors as a part of the project (5%).

After the selection process, the committee shall negotiate on behalf of the County of Cumberland, a contract with the best qualified firm/individual for carrying out CoC Planning services. The County reserves the right to delete elements or expand the scope of the contract based on the negotiated fees at the time of contract letting.

RFP SCHEDULE

The anticipated schedule for the Continuum of Care Planning:

Rebid publication	November 5, 2019
Bid deadline	November 18, 2019
Selection of Qualified Individual/Firm	November 22, 2019
Individual/Firm commences work	Upon Contract Execution

CONTRACT TERM

The contract for services will not exceed a period of one (1) year and will begin upon contract execution.

SCOPE OF WORK

The selected proposer will help support the CoC's plan in meeting the community-wide goal of ensuring homelessness is rare, brief, and non-reoccurring for the targeted population. The selected proposer will conduct the following:

1. Coordinate CoC activities by:
 - a. Assessing the CoC and the community's progress in addressing the needs and priorities and making recommendations for improvement;
 - b. Researching best practices and coordinating services that will improve outcomes in reducing homelessness or reducing the length of stay of those experiencing homelessness in the community; and
 - c. Assisting the local CoC with developing strategic plans that will reduce homelessness.
2. Evaluate the performance outcomes of the CoC system and ensure the CoC is functioning effectively;
3. Coordinate and conduct desk/on-site monitoring of the CoC funded projects;
4. Coordinate, oversee, complete and timely submit HUD's Continuum of Care Homeless Assistance application on behalf of the CoC; and
5. Ensure HUD compliance and provide technical support for all CoC related activities.

GENERAL CONDITIONS AND STIPULATIONS

Effective Period of Qualification

All proposals are required to remain in effect for at least 90 days from the date submitted to the County for review.

Evaluation of Qualifications

The evaluation of the Responses shall be based on the requirements described in this RFQ. All properly submitted Responses will be reviewed, evaluated, and ranked by the County's Selection Committee. The County reserves the right to include an interview with the Proposer if the County deems it necessary to aid in the ranking process. If the County requests an interview from a select number of the proposals, it is required of those Proposers to meet with the selection team at a time to be specified. The County will contact those Proposers with the top ranked proposals that best meet the County's needs. The number of selected proposals will be determined by the selection committee. Each of these will be required to meet with the selection team at a time to be specified. The proposals will be reviewed in depth with the selection team at that time. The County will contact the Proposer that best meets the County's needs and attempt to negotiate an agreement that is acceptable to both parties.

Acceptance of Evaluation Methodology

By submitting its Responses to this RFQ, the proposer accepts the evaluation process and acknowledges and accepts that the determination of the most qualified firm(s) will require subjective judgments by the County.

No Reimbursement for Costs

The Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFQ shall be at the sole risk and responsibility of the Proposer.

Eligible Proposers

Only individual firms or lawfully formed business organizations may apply (this does not preclude a Proposer from using consultants). The County will contract only with the individual firm or formal organization that submits its responses.

Reference Checks

Proposer acknowledges and accepts that through the RFQ evaluation process reference checks and background investigation may be conducted as part of the due-diligence process.

Disposition of Proposals

All submitted proposals become the property of the County.

Nonconforming Terms and Conditions

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFQ is subject to rejection as non-responsive. The County reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.

Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

Clarifications and Interpretations

Any clarifications or interpretations of this RFQ that materially affect or change its requirement will be provided by the County as an addendum. These items must be received by the County 10 days prior to the proposal due date to allow for proper notification. All such addenda issued by the County shall be issued before the proposals are due as part of the RFQ, and all Proposers shall acknowledge receipt of and incorporate each addendum in its Responses. Any additional information or addenda will be posted on the County's website <http://co.cumberland.nc.us/departments/community-development>.

No Lobbying

Proposer acknowledges and accepts that from the Date of Issuance of the RFQ until a final decision has been made by the County, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFQ in the favor of the Proposer. This includes direct contact with the County Commissioners, County Manager, County Staff of Cumberland County, and others who may be engaged in the process or grant program. Additionally, the Proposer acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFQ evaluation or decision-making process. Any Proposer violating any of the aforementioned conditions is subject to immediate disqualification for consideration.

Program Income

The use of program income by sub recipient shall comply with the requirements set forth as 24 CFR 578.97. By way of further limitations, sub recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. The County may require

remittance of unused program income at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be identified and shall be remitted promptly to the Grantee.

Reversion of Assets

Sub recipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in accordance to 24 CFR Parts 578.

County's Right Reserved

The County reserves the right to accept or reject any or all proposals in whole or in part, to accept the proposal which, in the judgment of the County, is most advantageous to the County, and to re-advertise if desired.

In the event that CCCD determines, in its sole discretion, that it is necessary to revise any Part of this RFP, an addendum, supplement, or amendment to this RFP will be posted at http://www.co.cumberland.nc.us/community_dev.aspx. It is the responsibility of the applicant to check the website for any such addendums, supplements, or amendments made to the RFP.

Incurred Costs

The County will not be liable for any costs incurred in proposal preparation. The proposal will become the County's property upon receipt.

Confidentiality

Much of the information presented in the proposals will be available for public review. The County of Cumberland is subject to certain legal obligations to grant public access to the information submitted.

Interest of Public Officials

No member, officer or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this proposal or the proceeds thereof.

Indemnification

The proposer agrees to protect, defend, indemnify, and hold harmless the County, its elected and appointed officials, agents, and employees from and against any and all liability, damages, claim suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to any person or persons, or damage to the property or other rights of any persons caused by proposer's submission or subsequent submittals. The proposer's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of project or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Ownership

All documents and materials prepared pursuant to this proposal are the property of the County. The County shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this process.

Verbal Agreement

No verbal agreement or conversation with any elected or appointed official, agent or employee of the County, either before, during, or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation

entitle the consultant to any additional compensation or consideration whatsoever under the terms of this request for proposal.

Ineligible Bidders

All proposers will be required to certify that they are not on the U.S. Comptroller General's List of Ineligible Consultants nor any firm, partnership, or association in which they have substantial interest nor any other person, both natural and corporate, having substantial interest in their business is designated as an ineligible bidder or on the U.S. Comptroller General's List of Ineligible Consultants. All proposers must also remain current and not be in default of any obligations due Cumberland County including, but not limited to, the payment of taxes, fines, penalties, licenses or other monies due to Cumberland County.

Debarment and Suspension

By submitting a proposal, the Proposer certifies that it is not currently debarred nor suspended from submitting proposal for contracts issued by any political subdivision or agency of the State of North Carolina or the Federal government and that it is not a person or entity that is currently debarred or suspended from submitting proposals from contracts issued by any political subdivision or agency of the State of North Carolina or the Federal government. Proposer must be registered at Sam.gov to be eligible.

Other Federal Requirements

By submitting a proposal, the Proposer agrees to comply with 24 CFR 578, Continuum of Care Program to include the following supplemental conditions, if applicable:

- a) *Environmental review.* Activities under this part are subject to environmental review by HUD under 24 CFR part 50 as noted in § 578.31.
- b) *Section 6002 of the Solid Waste Disposal Act.* State agencies and agencies of a political subdivision of a state that are using assistance under this part for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of Section 6003 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with Section 6002, these agencies and persons must:(1) Procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000;(2) Procure solid waste management services in a manner that maximizes energy and resource recovery; and(3) Must have established an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.
- c) *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB), requires recipients to report subawards made either as pass-through awards, subrecipient awards, or vendor awards in the Federal Government Web site www.fsr.gov or its successor system. The reporting of award and subaward information is in accordance with the requirements of the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to the federal agencies on September 14, 2010 (75 FR 55669).
- d) *The Coastal Barrier Resources Act of 1982* (16 U.S.C. 3501 *et seq.*) may apply to proposals under this part, depending on the assistance requested.
- e) *Applicability of uniform administrative requirements, cost principles, and audit requirements for Federal awards.* The requirements of 2 CFR part 200 apply to

- recipients and subrecipients, except where inconsistent with the provisions of the McKinney-Vento Act or this part.
- f) *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to activities under this program.
 - g) *Audit.* Recipients and subrecipients must comply with the audit requirements of 2 CFR part 200, subpart F.
 - h) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act do not apply to this program.
 - i) *Section 3 of the Housing and Urban Development Act.* Recipients and subrecipients must, as applicable, comply with Section 3 of the Housing and Urban Development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.
 - j) *Protections for victims of domestic violence, dating violence, sexual assault, or stalking—(1) General.* The requirements set forth in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA apply to all permanent housing and transitional housing for which Continuum of Care program funds are used for acquisition, rehabilitation, new construction, leasing, rental assistance, or operating costs. The requirements also apply where funds are used for homelessness prevention, but only where the funds are used to provide short- and/or medium-term rental assistance. Safe havens are subject only to the requirements in paragraph (j)(9) of this section.

Equal Employment Opportunity

Consultant will be required to comply with all applicable federal and state equal opportunity, affirmative action and minority representation laws.

Minority and Women Business Enterprise (MWBE)

The Cumberland County has adopted MWBE policies to encourage participation by minority businesses as a part of professional service projects. Therefore, we will include in our evaluation minority participation proposed by interested consultants. Copies of our MWBE policies can be provided as requested.

Drug-Free Workplace

Cumberland County is a drug-free workplace employer. The Cumberland County Board of Commissioners has adopted a policy requiring County construction and service contractors to provide a drug-free workplace in the performance of any County contract.

In order to be eligible to submit a proposal for a service contract, a prospective primary vendor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. The requirement is met by:

Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibitions.

1. Establishing a drug-free awareness program to inform about dangers of drug abuse in the workplace, the contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and penalties that may be imposed upon employees for a drug violation.
2. Notifying each employee that as a condition of employment, the employee will abide by the terms of prohibition outlined in item 1 above and notify the contractor of any criminal

drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.

3. Notifying Cumberland County within ten (10) working days after receiving from an employee a notice of criminal drug statute conviction or after otherwise receiving actual notice of such conviction.
4. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime.
5. Making a good faith effort to continue to maintain a drug-free workplace for employees.

If the prospective vendor is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

By submitting a proposal, a prospective primary vendor certifies that it and all sub-vendors will comply with the Cumberland County's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be grounds for suspension, termination, or debarment.

QUESTIONS

Please send questions to Dee Taylor via email to dtaylor@co.cumberland.nc.us.

Questions and the responses related to this RFQ will be posted on the Cumberland County Community Development Department website at:
http://www.co.cumberland.nc.us/community_dev.aspx

General Continuum of Care Program information can be found on HUD's website at:
<https://www.hudexchange.info/programs/coc/>.

**COUNTY OF CUMBERLAND
REQUEST FOR QUALIFICATION SUBMISSION FORM
CONTINUUM OF CARE PLANNING SERVICES**

COMPANY _____

ADDRESS _____

CONTACT PERSON _____

TELEPHONE NUMBER _____

EMAIL _____

NOTE TO PROPOSER: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER SUBMITTED MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE PROPOSER'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATION MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENT, WHICH MAY RESULT FROM THE SUBMISSION OF PROPOSER'S QUALIFICATIONS, AND THE PROPOSER MAY BE REMOVED FROM ALL PROPOSES LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND AT THE COUNTY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Proposer acknowledges and agrees that (1) this RFQ is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Proposer in response to this RFQ will not create a contract between the County and Proposer; (3) Neither the County or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the County will be awarded under this RFQ; and (4) Proposer shall bear, a its sole risk and responsibility, any cost which arises from Proposer's preparation of a response to this RFQ.

By signature hereon, Proposer offers and agrees to furnish to the County all the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFQ document and contained herein.

By signature hereon, Proposer affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the County, or partner organizations in connection with the submitted Responses.

By signature hereon, the Proposer hereby certifies that neither the Proposer nor the firm, corporation, partnership or Developer represented by the Proposer, or anyone acting for such firm corporation, or institution has violated the antitrust laws of this state or the Federal antitrust laws, nor communicated directly or indirectly the Responses mad to any competitor or any other person engaged in such line of business.

By signature hereon, Proposer represents and warrants that:

Proposer is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;

By signature hereon, Proposer certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Proposer affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ.

By signature hereon, Proposer affirms that it has not violated any of the noted No-Lobbying provisions or specifications contained in this RFQ.

By signature hereon, Proposer agrees to defend, indemnify, and hold harmless the County and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connecting with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor or supplier or Proposer in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

By signature hereon, Proposer acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

The Proposer shall confirm that a subcontractor representing itself as a HUB Zone small business concern is certified by SBA as a HUB Zone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include –

HUB Zone small business database search application Web page at
http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;
In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street,
SW., Washington DC 20416; or
The SBA HUB Zone Help Desk at hubzone@sba.gov

Submitted and certified this _____ day of _____.

By: _____

Signature Date: _____

Name (Printed): _____

Title: _____

Signature: _____