



# **BUNCOMBE COUNTY**

**Request for Proposal**

**In-Home Aide (Reposted)**

**Date of Issue: March 3, 2025**

**Proposal Submission Deadline: March 10, 2025**

**At 2:00 PM ET**

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## 1.0 PURPOSE AND BACKGROUND

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Buncombe County Adult and Aging Services seeks proposals for sub-contractor(s) for the In-Home Aide (Home and Community Care Block Grant (HCCBG) and Social Services Block Grant (SSBG) programs) to assist adults in performing home management task and/or personal care tasks including assisting with activities of daily living.

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.

### 2.2 NOTICE REGARDING RFP TERMS AND 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.

If Vendors 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 2.5 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 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 Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor 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 Vendor's proposal as nonresponsive.**

### 2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The County will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	County	03/03/2025
Submit Proposals	Vendor	3/06/2025 by 2pm ET
Contract Award Announced	County	03/13/2025
Contract Effective Date	County	07/01/2025

### 2.4 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [Nina.alexander@buncombecounty.org](mailto:Nina.alexander@buncombecounty.org) by the date and time specified above. Vendors should enter "RFP In-home Aide Questions" as the subject for 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 Buncombe County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

## 2.5 PROPOSAL SUBMITTAL

Proposals will be received until 2:00pm, 3/06/2025. All proposals may be electronically submitted via email and properly identified with the title "RFP In-home Aide".

Proposals may be emailed to:

Nina Alexander

Procurement Agent

E-mail: [nina.alexander@buncombecounty.org](mailto:nina.alexander@buncombecounty.org)

The County's capacity for email attachments is 9mb. It is the bidder's responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County. It is the responsibility of the applicant that their proposal is received. Receipt of proposals can be verified by calling 828-250-4311.

## 2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- A. A cover letter shall be provided that states the name, address, and telephone number of the proposing company. The letter must bear the signature of the person having the authority to make the bid for the company and bind the company in a formal contract with Buncombe County Government.
- B. The cover letter must state that the vendor has reviewed the scope of work and contracting requirements.
- C. Submission of a bid shall be taken as an indication that the proposer has full knowledge of the scope, nature, quality, and quantity of the work to be performed, and the detailed requirements and conditions under which the service is to be provided. This would include a working knowledge of the State standards and policies and procedures for in-home aide services as well as competency, training and oversight, assessment and service planning, service priorities, and documentation and quality assurance funded under both the Home and Community Care Block Grant Funding and the Social Services a. Home and Community Care Block Grant:  
<https://www.ncdhhs.gov/daas-homeaide-policies-and-procedures/open>
- D. Social Services Block Grant: <https://www.ncdhhs.gov/ssbg-2007/download#:~:text=Only%20those%20who%20earn%20less,the%20Social%20Services%20Block%20Grant.>
- E. Monitoring of this service will be done in accordance with requirements and guidelines set forth in the contract and by state requirements.
- F. All proposing firms shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejections of the proposal. However, Buncombe County Health and Human Services reserves the right to change the conditions, requirements, and specifications as it deems necessary.

- G. The proposal must be signed by a duly authorized official of the proposing company submitting the proposal.
- H. No proposal will be accepted from any person, company, or corporation that is in arrears for any obligation to the agency, or that otherwise may be deemed irresponsible or unresponsive by agency staff or the Board of Directors.
- I. Only one proposal will be accepted from any person, company, or corporation.
- J. The County reserves the right to reject any and all proposals or any part thereof and to award the contract to the most responsive and responsible proposing companies as deemed in the best interest of the County.
- K. All proposals shall be prepared in a comprehensive manner as to content. Promotional material will not be
- L. considered as part of the bid and will not affect the evaluation of the bid.
- M. All costs, including travel and expenses, incurred in the preparation of this bid shall be borne solely by the proposing company.
- N. The County reserves the right to request additional references.
- O. The County will not return to proposing firms proposals or other information supplied to the Agency.

**Please note:**

*In an effort to provide services to the greatest number of clients Buncombe County has made the following decisions regarding In-Home Aide HCCBG/ SSBG contract for FY 25.*

*As of July 1, 2022 Buncombe County will no longer allocate funds for Level III or Level IV In-Home Aide services.*

*In addition, there will be a cap on all hours provided to clients receiving Level I and Level II services. The hours listed below are the maximum allowable hours per service level:*

<b>Service Level</b>	<b>Maximum Hours per Week</b>
Level 1	6 hours
Level 2	9 hours

**Please note the Service Level Definitions:**

1. Level I - Home Management

Client Characteristics:

Adults - Persons who are self-directing, medically stable, and who have at least one instrumental activity of daily living (IADL) impairment or limitation.

Level I Tasks

Basic home management tasks, such as housekeeping, cooking, shopping and bill paying.

2. Level II - Home Management and Personal Care

Client Characteristics:

Adults - Individuals whose capacities are diminishing or those who are striving to maintain or improve their functioning; who are medically stable; and who are partially dependent in carrying out activities of daily living (1 or 2 ADLs) due to physical or mental impairments, or both. Individuals may also require assistance with IADL activities to improve IADL functioning or to learn independent living skills; or they may have increased IADL needs (2-4) requiring additional support to maintain or achieve overall functioning.

Tasks

Basic personal care/activities of daily living assistance and home management tasks.

Level II – Home Management Only

#### Client Characteristics:

Adults - Individuals and their families who want to strengthen and develop their own home management skills rather than have the tasks done for them and who need assistance to maintain, strengthen and safeguard their functioning because of physical or emotional illness or handicap.

#### Tasks

Development, support or reinforcement of individuals/families in completing home management tasks.

#### **Proposals shall contain answers to the following questions:**

- A. Please share your agency's experience with providing in-home aide services. Has your agency ever been contracted to provide this service under the HCCBG or SSBG funding stream? How long has your agency been providing in-home aide services?
- B. Please describe your agency's commitment to ensuring equity when providing services. Please explain your agency's commitment to diversity as well as highlighting your efforts around language access.
- C. Do you plan to sub-contract out any of this service? If so, to who?
- D. Unit Rate: Buncombe County requests that any sub-contracted provider under this contract pay their aides in accordance with minimum wage requirements. When stating the unit rate, agencies are expected to include all costs associated with providing the service including the minimum rate required to pay the aide, any parking and mileage reimbursements rates along with any costs associated with the supervision, oversight, and management of the program. What is your unit rate? Please note if you have a different unit rate per level of service (Level 1 or 2) What is your unit rate per service level? (Level 1 or 2.)
- E. Please explain your current staffing capacity. If you were one of the selected providers, what if anything would your agency need to be able to begin serving clients within 2 weeks of the contract initiation?
- F. What would be your turn around time between getting a client referral and sending an aide to the client's home?
- G. How do you pair aides with clients? Is it determined by location in the county, first on the list or some other way?
- H. Please share your agencies experience with staffing clients who may be harder to serve (i.e., location, etc.).
- I. Are there specific situations in which you are unable to serve clients (i.e., bug infestations, etc.)?
- J. Please note that we may ask you to participate in an interview. Are you willing to participate in an interview should it be requested?

## **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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### **3.1 METHOD OF AWARD**

A selection will be made on the basis of the proposals received. The provider(s) selected for the award will be chosen on the basis of the benefits to the Agency and not necessarily on the basis of lowest price. All proposals will be evaluated by a team assembled by the leadership team of Adult and Aging Services.

The committee shall make the final determination of the companies selected. The Agency reserves the right to reject any or all proposals or any part thereof and to select the most responsive proposal that is deemed in the best interest of Buncombe County HHS and its service clients. No proposals will be accepted from any person or organization that is in arrears for any obligation to the Agency, or that otherwise may be deemed irresponsible or unresponsive by Agency staff.

The Agency reserves the right to enter into an agreement with another proposing vendor(s) in the event that the originally selected vendor fails to execute a contract with the Agency or defaults on their contract.

The Agency reserves the right to negotiate with any, none or all of the proposing vendors.

No agreements with any selected vendor shall be binding until a contract is signed and executed by the Agency and authorized representatives of the vendor.

Vendors 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.

### **3.2 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.

- A. The degree to which the proposal meets or exceeds the terms of the specifications as advertised, including insurances, licenses and assurances.
- B. Results of reference checks and past performance for other clients. (Buncombe County reserves the right to request references during the selection process, as well as past performance for other clients. This could include, but not be limited to, written personal accounts from clients about their service provision or other references from other agencies or individuals who work closely with your agency. The request of references is not necessarily completed during the RFP process but could be requested during the review period. If references are requested of your agency, we would request references from all other agencies being considered for contract.)
- C. Past performance with the Agency, including responsiveness to the needs of the Agency both in the time to deliver and services to be offered.
- D. Perceived ability to provide quality service.
- E. Projected and demonstrated average time from receiving client referral to actually providing aide service in the home.
- F. Ability to adhere to contracted hourly rate.
- G. The number of years of business operations in the proposed service. Minimum of three years preferred.

## **4.0 REQUIREMENTS**

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### **4.1 CONTRACT TERM**

The Contract shall have an initial term of one (1) year, beginning on the date of contract award (the "Effective Date"). With an expected effective date of July 1, 2025.

### **4.2 PRICING**

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

### **4.3 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to Buncombe County. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including citing experience with similar projects and the responsibilities to be assigned to each person.

### **4.4 VENDOR'S REPRESENTATIONS**

- a) Vendor 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. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the County under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the County. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor’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, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor 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.

## 5.0 SCOPE OF WORK

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To be eligible for consideration, the proposing company must be capable of supplying the services as noted herein and must be financially solvent as evidenced by financial statements or similar review.

The Contractor(s) will offer Levels I and II in-home aide services as outlined above to adults in Buncombe County for the fiscal year beginning July 1, 2025. The aide services include but are not limited to:

- personal care
- light housekeeping
- meal preparation
- transportation and errands

The Contractor is expected to assist adults by performing personal care essential to activities of daily living, with some home management tasks possibly included as incidental to the personal care.

Such personal care and home management tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks.

The Contractor is obligated to provide these in-home aide services for the Agency in accordance with the requirements of the N.C. Division of Health Service Regulation and the service policies and procedures of the NC Division of Aging and Adult Services. This would include a working knowledge of the State standards and policies and procedures for in-home aide services as well as competency, training and oversight, assessment and service planning, service priorities, and documentation and quality assurance funded under both the Home and Community Care Block Grant Funding and the Social Services Block Grant:

- a. Home and Community Care Block Grant:

<https://www.ncdhhs.gov/daas-homeaide-policies-and-procedures/open>

- b. Social Services Block Grant: <https://www.ncdhhs.gov/ssbg-2007/download#:~:text=Only%20those%20who%20earn%20less,the%20Social%20Services%20Block%20Grant.>

The Contractors must assure the use of in-home aides who are qualified and appropriately supervised.



- I. Aides must be non-relatives of clients and at least age 18 and older.
- II. Aides must demonstrate competence for the tasks they are assigned to perform. The files maintained by the employing agency should have written documentation of each aide's tasks and should be made available to Buncombe County HHS as requested.
- III. The Contractor must maintain documentation for review by the Agency showing that newly hired aides are supervised during service delivery at a minimum of two times during the first thirty (30) days of employment. This documentation should be made available to Buncombe County HHS in a manner that the Agency determines appropriate and as requested.
- IV. The Contractor must maintain documentation for review by the Agency showing in-service training of all aides that are serving Buncombe County HHS clients. While the frequency and nature of this training is to be determined by the Contractor, the Agency will share material with the Contractor that it deems appropriate for consideration in this in-service training.
- V. The Contractor must provide the Agency a copy of the licensure documentation for the registered nurse(s) and copies of all nurse aide certifications before these workers directly serve Agency clients.
- VI. The Contractor must provide the Agency documentation in a manner that the Agency determines appropriate for its Contractor personnel who engage directly with Agency clients verifying that a criminal background check was conducted prior to serving clients. Supervision and evaluation of the in-home aide is the responsibility of the Contractor and must, at a minimum, comply with the requirements for the in-home aide levels being provided. The Contractor is required to ensure that the in-home aides have received sufficient training in the level of tasks to be performed before they are allowed to work independently. Individual employee records must be maintained and include documentation of competency, training, supervisory visits and performance evaluations. The Contractor will provide documentation of aide supervision and competency testing to the Agency annually as part of routine contract monitoring, and otherwise upon request by the Agency.
- VII. The Contractor must establish and maintain a client record to include assessment of client's needs, the in-home aide service plan, signed copy of Client Bill of Rights, and authorization for services.
- VIII. The Contractor must comply with all relevant local, state, and federal laws and requirements. The Contractor must not have any experience during the past three (3) years where it has been suspended or debarred from the receipt of federal or state funding and must have paid its required taxes on a timely basis.
- IX. The contractor would be expected to have the minimum amount of liability insurance required by the county and the contract agency should ensure that any worker using their personal vehicle routinely for business should have a business use endorsement on their auto insurance. We would not expect any staff to use client vehicles for transport. A company-provided vehicle is not required for compliance.
- X. The Contractor is expected to accept any new clients referred by the Agency, without regard for race, sex, age, illness, disability, religious beliefs, location, sexual orientation, gender identity or condition of client's home environment, except in instances where the client's living situation is believed to endanger or pose a significant risk for the Contract employee.
- XI. The Contractor is expected to provide services to agency sponsored client's within 15 days of the referral. Adult Protective Services referrals should always take priority in service provision. If services cannot be provided as outlined in the plan of care within this timeframe the contractor will consult with the appropriate Agency personnel before altering any services or whenever services cannot be provided.
- XII. The Contractor will consult with the appropriate Agency personnel before altering any existing services to Agency sponsored clients or whenever services cannot be provided as outlined in the plan of care. In the event the Contractor is not able to provide all services due to a client for a period greater than two weeks, consultation with the agency personnel is necessary to discuss plans for meeting the needs of the client. In the event the Contractor is not able to provide all services due to multiple clients for a period greater than two weeks, consultation with Agency personnel is necessary to determine priority of clients to be served.
- XIII. The Contractor will provide on a monthly basis to the Agency an invoice and supporting documentation for in-home aide services, including the total hours of services provided, in a manner acceptable to the Agency. The Contractor must provide these reports by the 5th business day of the month following the close of the service period. Buncombe County HHS reserves the right to not reimburse hours if the service is provided by an unqualified worker and/or in a manner that does not comply with the contract requirements or is above the hours agreed upon by the Agency.
- XIV. The Contractor must maintain appropriate client files and employee personnel files at its licensed branch or main office and allow inspection of said files by the Agency and/or its funders as necessary to evaluate service compliance.
- XV. The Contractor must provide insurance coverage within limits mutually agreeable to both parties, \$1,000,000 minimum, with coverage for worker's compensation, comprehensive general liability, business auto liability (if

applicable) and professional error and omissions liability. The contractor must provide an assurance of the adequacy of its insurance coverage at the proposal interview.

- XVI. The Contractor will agree to protect, defend, identify and hold the Agency, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of its work for the Agency. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
- XVII. The Contractor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability; will take affirmative action to ensure that applicants and employees are treated during their employment without regard to their race, religion, color, sex, national origin, or disability. Such actions shall not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor is expected to abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended, and the American Disabilities Act laws and regulations.

## 6.0 GENERAL TERMS AND CONDITIONS

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1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** Buncombe County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Vendor 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.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
6. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Buncombe 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 Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors 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 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 Buncombe County by any company identified in a) or b) above shall be void *ab initio*.

8. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
9. **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.
10. **INFORMAL COMMENTS:** Buncombe 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.
11. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Buncombe County will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
12. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
13. **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.
14. **PAYMENT TERMS:** If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
15. **NON-DISCRIMINATION:** The Vendor 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.
16. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of Buncombe County as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.
17. **INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor 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. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease.

Vendor shall agree these General Conditions constitute an insured contract and shall name Buncombe County as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

- 18. GENERAL INDEMNITY:** The Vendor shall hold and save Buncombe 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 Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the County has knowledge of such claims. The Vendor 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 Vendor deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
- 19. CONFLICT OF INTEREST:** Per N.C. General Statute 14-234, no public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract. The statute defines "public officer" as an individual who is elected or appointed to serve or represent a public agency, other than an employee or independent contractor of a public agency. A public officer or employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract; or if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception to this section under which the public officer is allowed to benefit and is prohibited from voting. There is a conflict of interest when a public officer or employee derives a direct benefit from a contract if the person or his or her spouse: (i) has more than a ten percent (10%) ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.
- 20. CONFIDENTIALITY:** Any County information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor 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 Buncombe County.
- 21. COMPLIANCE WITH LAWS:** Vendor 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.

**22. 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 Vendor'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.

**23. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the County and the Vendor.

**24. 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.

**25. 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.

**26. 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 County under applicable law.

**27. FEDERAL UNIFORM GUIDANCE:**

Portions if not all of this contract shall be Federally funded, therefore the contract shall follow the requirements under 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II. During the performance of this contract, the contractor agrees as follows:

I. Equal Employment Opportunity

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

*Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or

applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## II. Compliance with the Davis-Bacon Act

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the CSFRF/CLFRF program (Coronavirus State and Local Fiscal Recovery Funds).

## III. Compliance with the Copeland "Anti-Kickback" Act

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## IV. Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

V. Clean Air Act and the Federal Water Pollution Control Act<sup>1</sup>

(1) Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding  
*\$150,000 financed in whole or in part with Federal assistance.*

(2) Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

VI. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). To determine if a person or organization is excluded or disqualified one may go to the System for Award Management Exclusions webpage at SAM.gov.

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R.



pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- VII. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

VIII. Domestic Preferences

Per Federal Uniform Guidance 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Contractor should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IX. Prohibition of certain telecommunications & video surveillance services or equipment

Per Federal Uniform Guidance 2 C.F.R. § 200.216, for the purpose of a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system is prohibited from purchasing video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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<sup>1</sup> This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.