

TRANSYLVANIA COUNTY

Request for Proposal

Coronavirus State and Local Fiscal Recovery Funds

Date of Issue:

JULY 28th, 2021

Proposal Submission Deadline:

SEPTEMBER 3rd, 2021

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1.0 PURPOSE AND BACKGROUND

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

Transylvania County has been awarded approximately \$6.6 million in Coronavirus State and Local Fiscal Recovery Funds (Recovery Funding), as part of the American Rescue Plan Act. This infusion of federal resources is intended to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

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

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

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

2.0 GENERAL INFORMATION

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	JULY 28 th , 2021
Intent to Propose due to County	Vendor	AUGUST 13 th , 2021
Virtual Workshop (req'd)	County	AUGUST 16 th , 2021
Submit Written Questions	Vendor	AUGUST 20 th , 2021
Provide Response to Questions	County	AUGUST 27 th , 2021
Submit Proposals	Vendor	SEPTEMBER 3 rd , 2021
Contract Awards	County	ROLLING BASIS AFTER SEPTEMBER 13 TH , 2021
Contract Effective Date	County	TBD

2.4 FUNDING WORKSHOP

An invitation-only workshop to discuss the requirements of the RFP process and ARPA Local Fiscal Recovery Funds will be held. All parties that have submitted an intent to propose in writing will be invited.

During the online session, staff will provide information about the RFP and answer questions from participants. All questions and responses from the session will be posted in the form of an addendum, and a recording of the session will be published.

2.5 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 brian.farmer@transylvaniacounty.org by the date and time specified above. Vendors should enter "RFP Recovery Funds Questions" as the subject for the email. 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. No information, instruction or advice provided orally or informally by any Transylvania 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 5:00 PM, 9/3/2021. All proposals may be submitted electronically submitted via e-mail to finance@transylvaniacounty.org

For assistance with the application portal, please contact Brian Farmer at Transylvania County Administration (brian.farmer@transylvaniacounty.org) or 828-884-1942.

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. Email confirmations will be sent in response to all proposals submitted online.

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 in the following order:

Name of Project

Amount of Funds Requested

Recovery Funding Eligible Category

Please select from the list of EXPENDITURE CATEGORIES attached as an appendix.

Brief Project Description: Provide a short summary of your proposed project. (1,000 characters)

Project Plan: Explain how the project will be structured and implemented, including timeframe. (3,000 characters)

Statement of Need: Describe the need that this project will address. Include data to demonstrate the need and cite the source of the data. (2,000 characters)

Link to COVID-19: Identify a health or economic harm resulting from or exacerbated by the public health emergency, describe the nature and extent of that harm, and explain how the use of this funding would address such harm. (2,000 characters)

Population Served: Define the population to be served by this project, including volume and demographic characteristics of those served. (2,000 characters)

Results: Describe the proposed impact of the project. List at least 3 performance measures that will be tracked and reported. If possible, include baselines and goals for each performance measure. (2,000 characters)

Evaluation: Describe the data collection, analysis, and quality assurance measures you will use to assure ongoing, effective tracking of contract requirements and outcomes. (2,000 characters)

Equity Impact: How will this effort help build toward a just, equitable, and sustainable COVID-19 recovery? How are the root causes and/or disproportionate impacts of inequities addressed? (2,000 characters)

Project Partners: Identify any subcontractors you intend to use for the proposed scope of work. For each subcontractor listed, indicate: 1.) What products and/or services are to be supplied by that subcontractor and; 2.) What percentage of the overall scope of work that subcontractor will perform. Also, list non-funded key partners critical to project. (2,000 characters)

Capacity: Describe the background, experience, and capabilities of your organization or department as it relates to capacity for delivering the proposed project and managing federal funds. (2,000 characters)

Budget: Provide a detailed project budget including all proposed project revenues and expenditures, including explanations and methodology. For all revenue sources, list the funder and denote whether funds are confirmed or pending. For project expenses, denote all capital vs. operating costs, and reflect which specific expenses are proposed to be funded with one-time Transylvania County Recovery Funds. (excel format preferred)

Special Considerations: Provide any other information that might assist the County in its selection. (2,000 characters)

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost.

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.

- Amount of Funds Requested
- Recovery Fund Eligible Category
- Project Plan
- Statement of Need
- Link to COVID-19
- Population Served
- Results
- Evaluation
- Equity Impact
- Project Partners
- Organizational Capacity
- Budget
- Special Considerations

4.0 REQUIREMENTS

4.1 CONTRACT TERM

Transylvania County intends to make rolling awards, and contract term will vary depending on project. All work must be completed, and funds fully expended by December 31, 2026.

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'S REPRESENTATIONS

- a) Vendor warrants those 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

Eligibility

Proposals will be accepted from any municipal corporation or other public body, and bodies politic and corporate of the State of North Carolina as well as nonprofit organizationsⁱⁱ whose principal place of business is located in Transylvania County. If an organization does not meet these criteria, it may partner with another organization to serve as fiscal agent for the purposes of administering grant funding.

Organizations may submit up to one (1) project proposal each.

Collaborative applications are welcome and should select a lead entity for application submission and contracting purposes. Subawards are allowable, meaning passing through funding to subrecipients to carry out a part of the work. In these cases, the lead entity would be responsible for ensuring all award criteria are met.

Project Requirements

Funded projects must:

- Meet the eligible use of funds for Coronavirus State and Local Fiscal Recovery Funds, per US Treasury guidance
- Meet a public purpose and fall within County authority to fund per NC General Statutes, to be affirmed by review by Transylvania County legal department prior to grant award
- Identify and directly address a need or negative impact of the COVID-19 public health emergency
- Support equitable outcomes for most impacted populations
- Leverage and align with other funding sources
- Make best use of this one-time infusion of resources

- Have a lasting impact
- Provide performance reporting regarding use of funds and project impact
- Comply with all provisions of the funding contract, including expenditure tracking and federal subrecipient monitoring
- Include costs incurred no earlier than March 3, 2021
- Complete all work and fully expend all funds by December 31, 2026

Eligible Category	Examples of Allowable Projects
<p>PREVENT AND MITIGATE COVID-19 Funding for services and programming for the prevention and response to COVID-19</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Vaccination programs, including staffing, equipment, supplies, facilities and administrative expenses <input type="checkbox"/> Testing, monitoring and contact tracing <input type="checkbox"/> Supporting isolation and quarantine <input type="checkbox"/> Public health surveillance and data system enhancement <ul style="list-style-type: none"> – Case monitoring – Vaccination uptake tracking <input type="checkbox"/> Enforcing public health orders <input type="checkbox"/> Emergency medical response expenses, including emergency medical transportation related to COVID-19 <input type="checkbox"/> Communication efforts related to COVID-19 vaccination programs and public health orders <input type="checkbox"/> Purchase PPE and disinfection of public areas and other facilities <input type="checkbox"/> Prevention and mitigation in congregate living facilities, such as: <ul style="list-style-type: none"> – Nursing homes and skilled nursing facilities – Jails and incarceration settings – Group living facilities including residential foster care and behavioral health treatment facilities – Other key settings like homeless shelters and schools <input type="checkbox"/> Ventilation improvements in congregate settings, public health facilities or other public facilities <input type="checkbox"/> Capital investments or adaptations to public facilities such as hospitals or health clinics
<p>COVID-19 TREATMENT AND MEDICAL SERVICES Funding to enhance health care capacity to treat and provide care and services for near and long-term medical needs for COVID-19 patients as well as genomic surveillance for COVID-19 variants. This also includes treatment expenses of the long-term symptoms or effects of COVID-19, including post-intensive care syndrome.</p>	
<p>ENHANCE BEHAVIORAL AND MENTAL HEALTH SERVICES Funding new or enhanced services that meet behavioral health needs exacerbated by the pandemic, as well as related public health needs.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Mental health treatment <input type="checkbox"/> Substance misuse treatment <input type="checkbox"/> Hotlines and/or warmlines <input type="checkbox"/> Crisis intervention services <input type="checkbox"/> Overdose prevention <input type="checkbox"/> Infectious disease prevention <input type="checkbox"/> Behavioral/physical health primary care services
<p>SUPPORT LOCAL HEALTH AND SAFETY WORKFORCE</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Public safety <input type="checkbox"/> Public health <input type="checkbox"/> Health care <input type="checkbox"/> Human services

<p>Funding payroll and covered benefit expenses for the following segments of county workers who, primarily or partially work regularly to mitigate or respond to the COVID-19 emergency.</p>	<p><input type="checkbox"/> Other similar employees</p>
<p>IMPROVE THE DESIGN AND EXECUTION OF HEALTH AND PUBLIC HEALTH PROGRAMS Funding efforts to improve programs addressing the COVID-19 public health emergency through planning and analysis.</p>	<p><input type="checkbox"/> Targeted consumer outreach <input type="checkbox"/> Improvements to data or technology infrastructure <input type="checkbox"/> Impact evaluation <input type="checkbox"/> Data analysis</p>
<p>ADDRESS DISPARITIES IN PUBLIC HEALTH OUTCOMES</p>	<ul style="list-style-type: none"> – Community health workers who will help residents access health services and resources that address the social determinants of health – Public benefits navigators that help residents navigate and apply for federal, state and local public benefits or services – Housing services that support healthy living environments and neighborhoods that are conducive to mental and physical wellness – Lead Paint remediation or remediation of other lead hazards to reduce elevated blood lead levels in children – Evidence-based community violence intervention programs that will prevent violence and mitigate the increase of violence during the pandemic – Services to address housing insecurity, lack of affordable housing or homelessness – Services to address impacts of COVID-19 on education, including new or expanded learning services, assistance to high-poverty school districts, needs of students – Services to address childhood health or welfare, including childcare, home visits by health professionals, parent educators and social service professionals, and services for child welfare-involved families and youth
<p>ASSISTANCE TO HOUSEHOLDS Funds may be used to assist households or populations, preferably those most disproportionately impacted, by the negative economic impacts of the COVID-19 public health Emergency.</p>	<p><input type="checkbox"/> Food assistance <input type="checkbox"/> Rent, mortgage or utility assistance <input type="checkbox"/> Counseling and legal aid to prevent eviction or homelessness. <input type="checkbox"/> Cash assistance <input type="checkbox"/> Emergency assistance for burials <input type="checkbox"/> Home repairs, weatherization or other needs <input type="checkbox"/> Internet access or digital literacy assistance <input type="checkbox"/> Job training related to a worker’s occupation or level of training impacted by COVID</p>
<p>SMALL BUSINESS AND NON-PROFIT SUPPORT State, local and Tribal governments may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure or mitigate financial hardship resulting from the COVID-19 public health emergency.</p>	<p><input type="checkbox"/> Loans or grants to mitigate financial hardship, such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs <input type="checkbox"/> Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs <input type="checkbox"/> Technical assistance, counseling, or other services to assist with business planning needs</p>
<p>AID TO IMPACTED INDUSTRIES Funds may be used to aid tourism, travel, hospitality,</p>	<p><input type="checkbox"/> Implement COVID-19 mitigation and infection prevention measures to enable safe resumption <input type="checkbox"/> Improvement to ventilation, physical barriers or partition <input type="checkbox"/> Signage to facilitate social distancing</p>

<p>and other impacted industries that responds to the negative economic impacts of the COVID-19 public health emergency.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Provision of masks or PPE <input type="checkbox"/> Consultation with infection prevention professionals to develop safe reopening plans <input type="checkbox"/> Activities that support safe reopening of businesses in the tourism, travel and hospitality industries and business districts that were closed during the COVID-19 public health emergency <input type="checkbox"/> Planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic <input type="checkbox"/> Aid may be considered responsive to the negative economic impacts of the pandemic if it supports businesses, attractions, business districts and tribal development districts operating prior to the pandemic and affected by required closure and other efforts to contain the pandemic
<p>ASSISTANCE TO UNEMPLOYED WORKERS</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Job training to accelerate rehiring of unemployed workers <input type="checkbox"/> Workers unemployed due to the pandemic or the resulting recession <input type="checkbox"/> Workers who were already unemployed when the pandemic began and remain so due to the negative economic impacts of the pandemic <input type="checkbox"/> Individuals who want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work
<p>IMPROVE EFFICACY OF ECONOMIC RELIEF PROGRAMS Counties may also use Fiscal Recovery Funds to improve efficacy of programs addressing negative economic impacts.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Use of data analysis <input type="checkbox"/> Targeted consumer outreach <input type="checkbox"/> Improvements to data or technology infrastructure <input type="checkbox"/> Impact evaluations
<p>SERVICES FOR DISPROPORTIONATELY IMPACTED COMMUNITIES Funds may be used for certain services when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, by a Tribal government, or to other households, businesses or populations disproportionately impacted by the COVID-19 public health emergency.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Investments in Housing and Neighborhoods: Funds may be used to assist households or populations facing negative economic impacts due to COVID-19, such as: <ul style="list-style-type: none"> – Services to address homelessness such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals – Affordable housing development to increase supply of affordable and high-quality living units – Housing vouchers, residential counseling, or housing navigation assistance to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity <input type="checkbox"/> Addressing Educational Disparities: Funds may also enhance educational supports to help mitigate impacts on students, such as: <ul style="list-style-type: none"> – New, expanded, or enhanced early learning services, including pre-kindergarten programs and Head Start – Assistance to high-poverty school districts to advance equitable funding across districts – Evidence-based educational services and practices that address the academic needs of students and/or their social, emotional and mental health – Services that support students’ social, emotional and mental health <input type="checkbox"/> Promoting Healthy Childhood Environments: Funds may be used to mitigate increases in economic hardship, material insecurity, and parental stress and behavioral health challenges in families with children, such as: <ul style="list-style-type: none"> – New or expanded high-quality childcare – Home visiting programs to provide structured visits from health, parent educators, and social service professionals to pregnant women or families with young children to offer education and assistance navigating resources for economic support, health needs, or child development

	<ul style="list-style-type: none"> – Enhanced services for child welfare-involved families and foster youth to provide support and training on child development, positive parenting, coping skills or recovery for mental health and substance use challenges
<p>WATER & SEWER INFRASTRUCTURE</p> <p>To assist in meeting the critical need for investments and improvements to existing infrastructure in water and sewer, counties can invest Recovery Funds in these sectors including a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems. Eligible uses are aligned to the Environment Protection Agency’s (EPA) Clean Water State Revolving Fund and Drinking Water State Revolving Fund.</p>	<ul style="list-style-type: none"> – Projects to construct, improve and repair wastewater treatment plants – Control non-point sources of pollution – Improve resilience of infrastructure to severe weather events – Create green infrastructure – Protect waterbodies from pollution – Ensure compliance with applicable health and environmental safety requirements – Address the most serious risks to human health – Assist systems most in need on a per household basis according to State affordability criteria – Stormwater runoff – Water pollution – Flood control – Green infrastructure that support stormwater resiliency, including rain gardens and green streets
<p>BROADBAND INFRASTRUCTURE</p> <p>The COVID-19 public health emergency has underscored the importance of universally available, high-speed, reliable and affordable broadband coverage as millions of Americans rely on the internet to participate in, among critical activities, remote school, healthcare and work. Recognizing the need for such connectivity, the ARPA provides funds to state, territorial, local and tribal governments to make necessary investments in broadband infrastructure.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Make necessary investments in broadband infrastructure aimed at “unserved or underserved” communities. (at speeds below 25 Mbps download and 3 Mbps upload) <input type="checkbox"/> Eligible projects are expected to meet or exceed symmetrical upload and download speeds of 100 Mbps. However, in instances where required speeds cannot be achieved (due of the geography, topography, or excessive costs), the affected project would be expected to meet or exceed 100 Mbps download with a minimum of 20 Mbps upload with scalability to a symmetrical minimum of 100 Mbps
<p>COUNTY ONLY</p>	<p>Other categories within the Coronavirus State and Local Fiscal Recovery Funds are being reviewed by the county for potential additional investments, such as supporting payroll expenses for COVID-19 response and premium pay for essential workers.</p>

6.0 GENERAL TERMS AND CONDITIONS

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:** Transylvania 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:** Transylvania 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 Transylvania 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:** Transylvania 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; Transylvania 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 Transylvania 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 \$1,000,000 each accident and \$1,000,000 each employee disease.

Vendor shall agree these General Conditions constitute an insured contract and shall name Transylvania 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 Transylvania County's governmental immunity.

18. **GENERAL INDEMNITY:** The Vendor shall hold and save Transylvania 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. **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 Transylvania County.
20. **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.
21. **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.
22. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the County and the Vendor.
23. **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.
24. **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.
25. **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.
26. **FEDERAL TERMS AND CONDITIONS:** The source of funds for this contract will be federal funds, and the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "AntiKickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324). In addition to printed PO Terms & Conditions, FEMA contract provisions found in FEMA Contract Provisions Template at the link below apply to purchases, as does the ability to terminate due to cause/ convenience. https://www.fema.gov/sites/default/files/2020-07/fema_pdat_contract-provisions-template.pdf

See U.S. Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, including Quick Reference Guide, FAQs, Fact Sheet, and Interim Final Rule: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> See also National Association of Counties (NACo) Overview for America's Counties: <https://www.naco.org/resources/featured/overview-america%E2%80%99s-counties-us-treasury-interim-final-rule-guidance-state-and-local-fiscal>

ⁱⁱ The term 'private nonprofit organization' means an organization— (A) no part of the net earnings of which accrues to the benefit of any member, founder, contributor, or individual; (B) that has a voluntary board; (C) that has an accounting system, or has designated a fiscal agent in accordance with requirements established by the Secretary; and (D) that practices nondiscrimination in the provision of assistance. See paragraph 17 https://www.hud.gov/sites/documents/HAAA_HEARTH.PDF