



# **BUNCOMBE COUNTY**

## **Request for Proposals**

### **Coronavirus State and Local Fiscal Recovery Funds**

**Date of Issue: March 1, 2022**

**Proposal Submission Deadline: April 12, 2022**

**At 12:00 PM ET**

# **TABLE OF CONTENTS**

## **1.0 PURPOSE AND BACKGROUND**

## **2.0 GENERAL INFORMATION**

2.1 REQUEST FOR PROPOSAL DOCUMENT

2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

2.3 RFP SCHEDULE

2.4 PROPOSAL QUESTIONS

2.5 PROPOSAL SUBMITTAL

2.6 PROPOSAL CONTENTS

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

3.1 METHOD OF AWARD

3.2 EVALUATION CRITERIA

## **4.0 REQUIREMENTS**

4.1 CONTRACT TERM

4.2 PRICING

4.3 VENDOR EXPERIENCE

4.4 VENDOR'S REPRESENTATIONS

## **5.0 SCOPE OF WORK**

## **6.0 GENERAL TERMS AND CONDITIONS**

## 1.0 PURPOSE AND BACKGROUND

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

Buncombe County has been allocated \$50,733,290 in Coronavirus State and Local Fiscal Recovery Funds (Recovery Funding)<sup>i</sup>, as part of the American Rescue Plan Act. To date, Buncombe County has awarded projects totaling \$23,093,499, leaving a balance of \$27,639,791 available to award. Visit [www.buncombecounty.org/recoveryfunding](http://www.buncombecounty.org/recoveryfunding) for details.

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.

Buncombe 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

See “Scope of Work” beginning on page 7 for details including Eligibility, Project Requirements and Categories.

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	March 1, 2022
Recovery Funding Virtual Workshop	County	March 14, 2022, 1:30 - 3:00 p.m.
Submit Written Questions	Vendor	Submit by March 18, 2022, 5:00 p.m.
Provide Response to Questions	County	Answers will be published no later than March 25, 2022, 5:00 p.m.
Submit Proposals	Vendor	Proposals will be due by April 12, 2022, 12:00 p.m. (noon) No late proposals will be accepted.
Contract Awards	County	County plans to make awards on a rolling basis.
Contract Effective Date	County	Period of performance will be determined based on award

## 2.4 FUNDING WORKSHOP

A virtual workshop will be held via Buncombe County's public engagement platform on March 14, 2022, 1:30-3:00 p.m. This session is optional for vendors.

Sign up here: <https://engage.buncombecounty.org/C3421>

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 [ron.venturella@buncombecounty.org](mailto:ron.venturella@buncombecounty.org) by the date and time specified above. Vendors should enter "RFP Recovery Funds 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 April 12, 2022, 12:00 p.m. (noon). No late proposals will be accepted. All proposals may be submitted electronically submitted via the online portal at [www.buncombecounty.org/apply](http://www.buncombecounty.org/apply)

For assistance with the application portal, please contact:

Angelyn Johnson  
Phone: (828) 250-4175  
E-mail: [Angelyn.Johnson@buncombecounty.org](mailto:Angelyn.Johnson@buncombecounty.org)

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 Organization**

#### **Organization Type (public, nonprofit)**

If nonprofit, attach IRS Determination Letter or other proof of nonprofit status

### **Name of Project**

#### **New/Updated Proposal**

Is this a new project proposal or an updated version of a proposal submitted during the earlier (July 2021) Recovery Funding RFP?

### **Amount of Funds Requested**

#### **Category**

Please select one:

- Affordable Housing
- Aging/Older Adults
- Business Support/Economic Development
- Environment/Climate
- Homelessness
- K-12 Education
- Infrastructure and/or Broadband
- Mental Health/Substance Use
- NC Pre-K Expansion
- Workforce

**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 Buncombe County Recovery Funds. (file upload, limit 25 mb)

**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

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### 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.

Buncombe 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 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

## **4.0 REQUIREMENTS**

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### **4.1 CONTRACT TERM**

Buncombe County intends to make rolling awards, and contract term (period of performance) 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**

- 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).
- 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.
- 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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### **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 organizations classified as tax exempt by the Internal Revenue Service. Applicant organizations must actively operate in Buncombe County with service to Buncombe County. If an organization does not meet any of the above 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.

The limit of one (1) submission per organization applies whether an organization is proposing its own project, proposing a project as a fiscal agent on behalf of another group, or proposing to serve as the lead entity for a collaborative project.

Buncombe County Government departments are eligible to submit proposals. The limit one (1) proposal per organization does not apply to Buncombe County submissions.

Organizations are eligible to submit a proposal regardless of whether they applied or were funded during the previous Recovery Funding RFP. Projects that were submitted under the previous Recovery Funding RFP are eligible for re-submission, including projects that were not funded as well as projects that received a partial funding award.

### **Project Requirements**

Buncombe County Commissioners have selected ten (10) categories for this round of proposals. Proposed projects may include programs, services and/or capital activities and expenditures within the following categories:

- Affordable Housing
- Aging/Older Adults
- Business Support/Economic Development
- Environment/Climate
- Homelessness
- K-12 Education
- Infrastructure and/or Broadband
- Mental Health/Substance Use
- NC Pre-K Expansion
- Workforce

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 authority to fund per NC General Statutes, to be affirmed by review by Buncombe 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
- Complete all work and fully expend all funds by December 31, 2026

The Board of Commissioners acknowledges that some categories may require longer planning timeframes and that all project and budget details may not be finalized within the RFP timeframe. In cases of projects requiring a longer planning timeframe, the proposal submission may serve as a beginning to what may be a longer process. A proposal is required for consideration of a Recovery Funding award.

## 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 \$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 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. **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.
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 generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance") in addition to Award Terms and Conditions from U.S. Treasury as outlined in Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, Final Rule, and other guidance.

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<sup>i</sup> See U.S. Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, including Final Rule, FAQs, Compliance and Reporting Guidance: <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) State and Local Fiscal Recovery Fund Resource Hub: <https://www.naco.org/resources/featured/arpa-fiscal-recovery-fund>



**ADDENDUM #1**

**March 25, 2022**

**TO: ALL POTENTIAL BIDDERS**

**FROM: RON VENTURELLA, BUNCOMBE COUNTY PROCUREMENT MANAGER**

**SUBJECT: ADDENDUM #1 FOR RFP CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

The following changes, revisions, additions, and/or clarifications to the plans and/or specifications are hereby made a part of the original documents.

**Addendum # 1**

The following questions were asked by potential bidders (listed in no particular order):

Question: As an emergency responder, can a food bank apply for capital investments as an essential public service provider?

Answer: Proposed projects may include capital expenditures and/or programs & services within the ten categories specified in the RFP: Affordable Housing; Aging/Older Adults; Business Support/Economic Development; Environment/Climate; Homelessness; K-12 Education; Infrastructure and/or Broadband; Mental Health/Substance Use; NC Pre-K Expansion; and Workforce. Food security is not a specified category; however, a food bank could propose a project under another category.

Question: Please comment on what types of projects the county is interested in funding in the "for profit" arena.

Answer: For-profit businesses are not eligible for Buncombe County Recovery Funds. An eligible entity (public or nonprofit organization) could act as a fiscal agent for a project that includes for-profit businesses. Grants or subgrants to businesses are an eligible activity per U.S. Treasury guidance as long as it meets all other requirements of the funding.

Question: I would like to ask if Safety Communities and Healthy community is Important.

Answer: Buncombe County's mission is to promote a healthy, safe, well-educated and thriving community with a sustainable quality of life, a submission to support such initiatives would be considered.

Question: Please explain the nature of Buncombe County's consultation with the City of Asheville which is awarding ARPA funds in a separate process. Many applicants will be applying to both entities. Do you advise applicants create completely different projects to submit to city and county?

Answer: Buncombe County has been working closely with The City of Asheville staff and leadership to ensure there is alignment in our processes. This includes sharing information about each organization's application and award process, as well as discussing mutually supported projects that are requesting funding from the City and County. This has already been demonstrated through awards made from both organizations to certain Recovery Funding projects that applied for funding from the City and County.

Question: It is my understanding that for the Recovery Funding RFP, projects that were submitted under the previous Recovery Funding RFP are eligible for re-submission. However, will the new focus areas receive priority funding?

Answer: All previous applications are eligible for resubmission. The Board of County Commissioners has named specific priority categories for the second RFP process. Proposed projects must fit within the following submission categories:

- Affordable Housing
- Aging/Older Adults
- Business Support/Economic Development
- Environment/Climate
- Homelessness
- K-12 Education
- Infrastructure and/or Broadband
- Mental Health/Substance Use
- NC Pre-K Expansion
- Workforce

Question: From the first round of funding, were any projects in the environment/climate category funded? The link (<https://www.buncombecounty.org/common/community-investment/grants/covid-recovery-funding/funded-projects.pdf>) shows that no awards have been made to environment/climate projects thus far. Is that because you have received no applications in that arena, or because evaluators have found higher priority recovery projects in human services, infrastructure, or other categories? Among applications received to date, awards have been made to what top 5 categories?

Answer: The categories that are detailed in the link are reflective of how projects that have received funding thus far fit into the categories provided by the U.S. Treasury. Since the first RFP process, U.S. Treasury issued guidance allowing counties more flexibility for how funds are used, and Buncombe County Commissioners defined Environment/Climate as a category for this RFP process.

The top 5 categories receiving funding thus far include:

- Housing
- Broadband
- Small Business Economic Assistance
- Mental Health/Substance Use Services
- COVID-19 Public Health Expenses

Question: We have applied for a Strategic Partnership Grant and Tipping Point Grant for our two FY22 priority objectives. Since we do not know the outcome of those applications, would applying for a grant from these monies for the same projects negatively impact the outcomes of either this or our earlier applications.

Answer: Every RFP and grant process that Buncombe County operates stands alone, meaning organizations are welcome to apply for any individual grant or competitive bidding process without impacting the outcome of a separate application.

Question: Does the County have a rubric that will be used to decide awards?

Answer: There is an evaluation rubric that will be used for all proposal reviews, which was also used for the first RFP process. All evaluated categories will have the same scoring weights associated. The

evaluation criteria are: Project Plan; Statement of Need; Link to COVID-19; Population Served; Results; Evaluation; Equity Impact; Project Partners; Organizational Capacity; and Budget.

Question: Is there a suggested starting date for project proposals (or, what would the earliest date of funding be - May?)?

Answer: We anticipate the first awards from this RFP process to be announced in late May/early June with continuing rolling awards made. There is not a suggested starting date for projects, and we will work with each awarded organization to determine a practical period of performance. However, all funds must be obligated no later than December 31, 2024 and expended no later than December 31, 2026.

Question: Is there a suggested budget request range?

Answer: There is no minimum or maximum amount for budget requests. We encourage you to use the application to communicate the needs of your project to us through the "Budget" section and other response fields.

Question: Our organization is a fairly large non-profit, with several different units of work. I understand that you are asking for only one application per organization, but with different units, are there any exceptions?

Answer: All external community organizations are limited to one application.

Question: As this is a one-time grant, if we are asking for support with personnel costs as capacity building support, is that a problem as this might be ongoing, not a one-time cost?

Answer: Although this is one-time funding, awarded projects are able to occur over a multi-year period of time.

Question: Where do new media onboarding and web3, blockchain, and NFTs fit?

Answer: The County is not specifying certain types of activities or expenses that can be proposed, as long as projects fit within one of the ten categories specified in the RFP and are allowable under federal funding guidance and NC law.

Question: Can lost revenues, which delayed contracting for administration be included?

Answer: Projects must include a period of performance beginning sometime after the date of the award and ending no later than December 31, 2026. Within that timeframe, organizations can use funds for programs, services and or capital expenditures, including those that might have been otherwise covered by revenue lost as a result of the pandemic. Administrative costs are allowable.

Question: New organizations, particularly ethnic minority led ones do not have some of the experience guidelines which have been detailed, how can we lead these initiatives without being absorbed by a large majority-controlled entity or is the equity requirement less important? How will this work?

Answer: There is not a requirement for how long an organization must have been operating to be eligible for funds. It is a goal to be inclusive of organizations of all types. The source of funds for this contract will be federal funds subject to a high level of compliance requirements, and we encourage bidders to include organizational capacity building into proposed project plans and budgets.

Question: We are a food security organization (and provide health and wellness classes) to disproportionately impacted populations. It seems like food doesn't exactly fit into the categories. So I'm not sure if we're a good fit.

Answer: Proposed projects must fit within one of the ten categories specified in the RFP. Food security is not a specified category, however an organization that works in the food security arena could propose a project under another category.

Question: I would love it if someone could speak more to the subject of equity. The different types and which ones the County may prefer to focus on remedying.

Answer: These Recovery Funds are infused with the spirit and purpose to include service to populations that experienced impacts and disproportionate impacts of the public health emergency and negative economic outcomes. One type of equity mentioned in [the Final Rule](#) is the disproportionate effect of the pandemic on people of color. Buncombe County is committed to equity as both an organizational value and foundational focus area within our strategic plan. Buncombe County's Racial Equity Action Plan defines equity the state of being just, impartial and fair and states that racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all groups are improved. All types of equity are included in the scope of this RFP. Buncombe County is seeking project that seek to build a just, equitable and sustainable COVID-19 recovery.

Question: We submitted a proposal in the last RFP process; we want to revise this proposal to submit. Can we edit the last submission and submit, or will we need to start over the submission in the form layout?

Answer: All applications submitted through the previous RFP process have been changed to a "draft" status in the application portal and can be edited and resubmitted no later than April 12, 2022, at 12:00PM. For assistance with the application portal, please contact Angelyn Johnson at [Angelyn.Johnson@buncombecounty.org](mailto:Angelyn.Johnson@buncombecounty.org) or (828) 250-4175.

**END OF ADDENDUM #1  
RFP CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**