



**THE CITY OF  
ASHEVILLE**

## **BUNCOMBE COUNTY**

**Request for Proposal**

**Comprehensive Audit - CEASE HARM IMPACTING**

**THE AFRICAN AMERICAN COMMUNITY**

**Date of Issue: April 17, 2023**

**Proposal Submission Deadline: June 8, 2023**

**At 2:00 p.m. ET**

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## 1.0 PURPOSE AND BACKGROUND

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Proposals accepted now for the Community Reparations Commission Recommended Audit. The Buncombe County Equity & Human Rights Office, in collaboration with The City of Asheville Equity & Inclusion Department, invites individuals and/or organizations to submit audit proposals for a comprehensive examination of the County and City's alignment with municipal, state, and federal regulations, statutes, and requirements to ensure the cessation of harm upon African- American people in Asheville and Buncombe County.

At their December 5, 2022 meeting, the Community Reparations Commission unanimously approved an immediate recommendation for Buncombe County and the City of Asheville to stop further harm by ceasing the repetition of institutional processes that lead to racially disparate outcomes. The immediate recommendation included conducting an official audit to ensure compliance with federal and state laws, regulatory bodies, codes of conduct, court orders, and consent decrees to allow for the acceptance of guarantees that the County and City have ceased to inflict further harm on the African American community. At their January 17, 2023 meeting, the City Council considered and adopted an immediate resolution put forward by the Community Reparations Commission. At their February 7, 2023 meeting, the Board of County Commissioners did the same. The intent from the Community Reparations Commission is for the County and City to select an independent third-party firm to conduct the audit as described by the immediate recommendation.

The County and City will work with an inclusive evaluation committee to oversee the review and selection process. The Equity & Human Rights Office, in collaboration with the City of Asheville Equity & Inclusion Department, will assist the contractor as needed. Additionally, leadership at both the County and City will work with the selected auditor(s) to present the information to the Community Reparations Commission.

Please refer to RFP section 5.0 "Scope of Work" for additional project details.

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 consists 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	Monday, April 17, 2023
Pre-Submittal Meeting	County	Wednesday, May 3, 2023 9:00 a.m.
Submit Written Questions	Vendor	Monday, May 15, 2023 by 5:00 p.m.
Provide Response to Questions	County	Thursday, May 25, 2023 by 5:00 p.m.
Submit Proposals	Vendor	Thursday, June 8, 2023 by 2:00 p.m.
Award(s) Announced	County	Tuesday, July 3, 2023 by 5:00 p.m.

## 2.4 PRE-SUBMITTAL MEETING

A non-mandatory pre-proposal meeting on May 3, 2023, 9:00am. The intention of this meeting is to provide interested parties an opportunity to learn about the details of the project and to ask questions.

This will be a Zoom meeting – please take the time to ensure that your computer works with Zoom in advance of the meeting. The link below should take you to the meeting directly.

[PRE-SUBMITTAL MEETING LINK](#)

In the event you have trouble you can also use the following:

Meeting ID: 831 4256 2446

Passcode: 196569

## 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 Cease Harm Audit 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.

## 2.6 PROPOSAL SUBMITTAL

Proposals will be received until 2:00 p.m. June 8, 2023. All proposals must be submitted electronically via email and properly identified with the title “RFP Cease Harm Audit Proposal”.

Proposals may be emailed to:

Ron Venturella

Buncombe County Procurement Manager

E-mail: [ron.venturella@buncombecounty.org](mailto:ron.venturella@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) 250-4154.

## 2.7 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:

1. Letter of Intent (not to exceed one page) expressing applicant's interest in performing County and City operations that includes the nature and extent of the firm's auditing experience, past work and qualifications to demonstrate an ability to successfully implement the audit. Additionally, address how the audit will positively contribute to the work of the Community Reparations Commission via the five (5) impact focus areas identified by the County and City resolutions.
2. Organization size and structure of the firm. Due to the magnitude of this RFP, firms may consider subcontracting or partnering as a joint venture with additional entities or individuals to provide a comprehensive response to the audit scope.
3. Qualifications of staff to be assigned to the work. Education, position in firm, and years and types of experience will be considered.
4. Provide a list of comparable audit and/or review clients to include at least two (2) audits or audit-similar projects.
5. Project cost, including line-item detail regarding proposed auditor fee, materials, and any other applicable costs.
6. Availability of the auditor to the local government for specialized consultation and support assistance on sensitive or highly specialized issues.
7. Provide a summary of your audit approach, outline the various municipal, state, and federal regulations, statutes, and requirements of which the County and City will be evaluated upon and indicate the manner in which the contractor intends to pursue the requested information within the County and City.
8. Include a proposed plan to outline how the audit will be structured to comply with the [County](#) and [City](#) Stop the Harm resolutions.
9. Provide a planning and implementation timeline, to include proposed time to completion and critical milestones.
10. The audit fee must be quoted either as a fixed amount or rate per hour, with total estimated hours. If the rate per hour method is used, a maximum amount must be stated for budgetary purposes. Also, estimated incidental expenses, such as travel and supplies, will be included.
11. Both the County and the City value diversity and inclusivity and encourage proposals from Black, Indigenous, and People of Color (BIPOC) individuals/organizations. Proposals are also encouraged from people who have been adversely impacted by systemic racism in connection with local governmental institutions.
12. Proposal should not exceed 20 pages.

Each Vendor shall submit with its proposal the name, email address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

## 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 necessarily listed in order of importance.

- Applicant experience
- Alignment with expressed wishes of Community Reparations Commission
- Timeline
- Approach
- Cost

## **4.0 REQUIREMENTS**

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### **4.1 CONTRACT TERM**

The Contract shall have an initial term of the vendor's assessment, beginning on the date of contract award. The final contract term will be agreed upon based on the successful vendor's assessment of time to complete the audit.

### **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**

Submitting applicants must be able and capable of executing the audit as demonstrated based on experience. Submitting applicants must have completed at least two (2) different audit or audit-similar projects.

### **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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Buncombe County and the City of Asheville North Carolina, in collaboration with the Community Reparations Commission, is seeking the professional services of an experienced contractor to conduct a comprehensive performance audit in response to an [immediate recommendation](#) from the Asheville-Buncombe Community Reparations Commission passed on December 5, 2022. The audit services are comprehensive and must include compliance, operational and performance components of the internal and external programs of the City of Asheville, County of Buncombe, as evidenced by departments which are charged with harm reduction, Equal Opportunity, diversity, equity, and inclusion, which shall include examination of programs and policies by its grantees, awardees, subrecipients, and designees.

The immediate recommendation and [City of Asheville](#) and [Buncombe County](#) Resolutions that followed, speak to assurances that effective measures are taken to end ongoing and current harms due to intentional and unintentional policies, programs, practices and procedures. Processes that produce disparities as well as racially discriminate outcomes in Criminal Justice Economic Development, Education, Health & Wellness, and Housing must cease.

- The performance audit should entail objective and systematic examination of evidence as exemplified by data, performance metrics, tangible, quantifiable outcomes which should provide an independent assessment of the performance and management of a program or function against objective criteria, if any.
- The performance audit may entail a broad or narrow scope of work, apply a variety of methodologies, and involve various levels of analysis, research, or evaluation.

### I. Stakeholder Engagement and Communication

A. The work will include engagement with stakeholders via appropriate modalities to include but not limited to surveys, interviews, desktop research, benchmarking, and qualitative or narrative-style data from the community. The vendor must:

- Develop communication cadence with City and County government, the Reparations Project Manager, and Community Reparations Commission.
- Provide continuous communication and milestone reporting with the City and County government, the Reparations Project Manager, and Community Reparations Commission

### II. Project Milestones and Deliverables

A. The audit components will provide information to inform potential policy formation, based on data, program operations and may be used to facilitate decision making by parties with the responsibility to oversee or initiate corrective actions, ensure the cessation of harm upon African American people in Asheville and Buncombe County, as well as improve public accountability to this community, in the following focus areas as identified by the Community Reparations Commission:

- Criminal Justice
- Economic Development
- Education
- Health & Wellness
- Housing

B. The vendor should design the audit to reduce barriers for historically underrepresented populations to participate. The vendor should consider the intersectionality of race and gender disparities in the aforementioned focus areas.

C. The work summary should include supplemental documentation such as performance measures and the rubrics of the policies and/or programs researched.

D. The audit is requested to confirm whether the City of Asheville and Buncombe County are in compliance with federal and state laws, regulatory bodies, codes of conduct, court orders and consent decrees. This audit would provide guarantees that the cessation of harm to the African American community has actually occurred. This would include the verification of facts and data that are publicly disclosed.

E. The work will be summarized in a report with findings, conclusions, and recommendations. The contractor will provide a presentation to the Buncombe County Board of Commissioners, Asheville City Council and the Asheville-Buncombe Community Reparations Commission.

## 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. **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.
6. **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 Buncombe County by any company identified in a) or b) above shall be void *ab initio*.
7. **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.



8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.

The following are standard amounts and coverage. Requirements may vary depending on the services being provided and classification of the vendor.

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 and the City of Asheville as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County and the City with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County and the City a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County and/or the City 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. In the event of bodily injury, property damage, or financial loss caused

by the Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. 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 and City. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations. Nothing in this section is intended to affect or abrogate the County's or the City's governmental immunity.

- 18. GENERAL INDEMNITY:** The Vendor shall hold and save Buncombe County and the City of Asheville, 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 or the City's agents who are involved in the delivery or processing of Vendor deliverables or Services. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract. Nothing herein shall be construed as a waiver on the part of the County or the City to any defense of any claim, including, but not limited to the defense of governmental immunity.
- 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 or City 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.
- 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.

## APPENDIX A: City and County Departments / Functions

### City of Asheville (See [Organizational Chart](#))

- **Capital Projects:** The department's main objectives are to plan, budget, design, and manage projects as well as maintaining our current facilities.
  - Comprised of a Construction Division and Facility Management Division.
  - The Construction Division consists of four (4) programs including; Building Construction Program, Innovation District Program, Parks and Recreation Program, and Transportation Program.
  - The Facility Management Division consists of two (2) programs including; City Hall Operations Division and Facility Maintenance Division.
- **City Manager's Office**
  - Works with elected officials as they develop policies.
  - Ensures that laws and policies approved by elected officials are equitably enforced.
  - Develops recommendations for new programs indicating scope, cost and impact for consideration by City Council.
  - Prepares the annual budget, submits it to elected officials for approval and implements it once approved.
  - Supervises department heads and other employees and top appointees who are responsible for day-to-day operations of the city.
  - Ensures customer service efficiency and effectiveness.
- **Communication & Public Engagement**
  - The Communication & Public Engagement Department (CAPE) is responsible for the city's strategic communications and coordination of public engagement efforts. Communication responsibilities include media relations, community relations, intergovernmental relations and internal communications. It seeks the best ways for the City to communicate its priorities and achieve its policy objectives, and designs public education and community outreach initiatives to inform citizens and the media about City services, programs and policy.
  - CAPE is also responsible for leading, coordinating or supporting efforts between City of Asheville departments, outside partner agencies and consultants.
- **Community & Economic Development**
  - The Community and Economic Development department fosters an equitable community and economy. We work to preserve and increase the availability of affordable housing, improve access to services, create paths toward economic mobility, promote resiliency, and support sustainable growth. We collaborate with community partners, other government agencies, businesses, and residents to enhance the quality of life and availability of opportunities for all in Asheville.
  - The department includes four divisions, [Affordable Housing](#), [Community Development](#), [Homeless Strategy](#), and [Economic Development](#); and three programs, [Business Inclusion Office](#), [City of Asheville Youth Leadership Academy \(CAYLA\)](#), and [City Real Estate Office](#).
  - The department's success is measured through the lens of the City's comprehensive plan and [vision](#), focusing on creating a resilient and thriving local economy, fostering an equitable and diverse community, preserving and developing quality affordable housing, and engaging in responsible regionalism.
- **Community & Regional Entertainment Facilities:** The Department of Community & Regional Entertainment Facilities manages a unique collection of sporting & entertainment facilities and operations. Over 1.5 Million people participate in programs or attend events at the facilities, including the Harrah's Cherokee Center – Asheville,

ExploreAsheville.com Arena, Thomas Wolfe Auditorium, WNC Nature Center, McCormick Field, Aston Park Tennis Center, John B Lewis Soccer Complex and outdoor events within parks and public spaces, permitted by the City's Office of Special Events.

- **Development Services:** The Development Services Department (DSD) promotes safety, livability and positive economic growth to build a better and safer Asheville. DSD processes permits, performs inspections, maintains records and helps customers navigate the development process.
- **Equity and Inclusion:** As part of the city government, Equity & Inclusion plays a unique role toward maximizing the access and opportunities that all people have to satisfy essential needs, advance their well-being and achieve their full potential. The Equity & Inclusion Director plays a key role in moving the city organization toward successful advancement of equity with Asheville through understanding, analyzing, and eliminating the root causes of racial disparities, and advancing equitable policies, practices, and procedures.
- **Finance and Management Services:** The Finance and Management Services Department provides financial management and oversight in support of all city functions while adhering to the principles of leadership, customer service, quality, integrity, and collaboration.
  - Finance and Management Services Department includes the following operations:
    - Accounting Division
    - Budget Division
    - Financial and Programmatic Compliance
    - Internal Audit
    - Purchasing and Contracting Division
    - Risk Management Division
- **Fire:** The mission of the City of Asheville Fire Department is to protect the lives, property and environment of all people within Asheville by preventing the occurrence and minimizing the adverse effects of fires, accidents, and all other emergencies. This mission will be accomplished with firefighter pride, preparedness and professionalism, with a focus on quality customer service and continuous improvement. Organizational chart [here](#).
- **Human Resources:** The City of Asheville is dedicated to providing quality service for the residents and visitors of our beautiful city, nestled in the Blue Ridge Mountains of western North Carolina. Asheville, NC is a thriving mountain city that has a culture enriched in diversity.

The City of Asheville values and respects a diverse community, workforce and ideas, and is committed to promoting an equitable, fair, and just employment environment. Our organization seeks to create and provide access an opportunities to employees, residents and visitors to fulfill their potential through inclusive engagement practices. All qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, age, disability, genetic information or veteran status.

- **IT Services:** Information Technology Services supports a distributed city-wide workforce by providing the tools and training necessary to help staff perform their duties safely and effectively. The department is comprised of eight teams:
  - Business Services
  - Geographic Information Systems
  - Office of Data and Performance
  - Project Management
  - Security and Infrastructure
  - Server Modernization and Major Applications
  - Software Development
  - Technical Support

In all of our work, Information Technology Services is committed to a high level of customer service by providing quality deliverables with professionalism and responsiveness. We adhere to principles of technical and fiscal stewardship with a goal of increasing the quality of life for residents and employees.

- **Legal:** The Legal Services Department is dedicated to supporting the mission, direction and goals of the City Council by providing high quality legal services to the City of Asheville.

The Legal Services Department advises and represents the City of Asheville in all settings where legal advice and representation are needed or requested. The department provides advice to City Council, the city manager, city departments, and boards and commissions. The goals of the department include:

- Implement city goals and objectives through appropriate legal processes.
- Assist in the development and presentation of legislative programs.
- Initiate or defend legal action as necessary in support of city goals and objectives.
- Provide research and advice to City Council in support of Council initiatives.
- Provide continued high quality legal service to internal as well as external customers.
- Provide or arrange for effective legal representation for all lawsuits.

### **Disclaimer**

The City Attorney's Office advises City Council and City departments. Unfortunately, due to constraints imposed by the State Bar's Rules of Professional Conduct, the City Attorney's Office cannot provide legal advice to members of the general public, or answer questions regarding City Ordinances or regulations. If you have a need for legal advice, you should consult with a licensed attorney. Factual inquiries or feedback about City matters may be directed to the City's Communications and Public Engagement department.

- **Parks & Recreation:** With its oldest parks dating to the 1890s, Asheville Parks & Recreation manages a unique collection of more than 65 public parks, playgrounds, and open spaces throughout the city in a system that also includes full-complex recreation centers, swimming pools, Riverside Cemetery, sports fields and courts, and community centers that offer a variety of wellness-, education-, and culture-related programs for Ashevilleans of all ages. With 10 miles of paved greenways and numerous natural surface trails, its complete portfolio acts as the foundation of a vibrant hub for the people of Asheville to connect with their neighbors and explore the natural beauty of a livable and walkable city.

Driven by the promise that Asheville is a better and safer place when everyone from infants to retirees has the opportunity to be supported, healthy, and successful, Asheville Parks & Recreation was the first nationally-accredited municipal recreation department in the United States.

- **Planning and Urban Design:** The Planning and Urban Design Department provides sound, professional land use planning, zoning, urban design and historic preservation services to achieve livable and sustainable neighborhoods for everyone. The department is committed to collaborating with our community on its vision for equitable growth and development consistent with Asheville's comprehensive plan.
- **Police:** Provides police services in partnership with the community to enhance the quality of life. They provide public safety and maintain order, enforce the laws of North Carolina, uphold the United States Constitution and support National security. They adhere to the guiding principles of integrity, fairness, respect, and professionalism.
- **Public Works:** The Public Works Department provides essential core services that include construction and maintenance of City streets, sidewalks, and stormwater infrastructure, as well as solid waste management, to Asheville citizens and visitors in a prompt, professional, efficient, and safe manner. The dedicated employees of the Public Works Department strive to provide these services equitably to all neighborhoods in a manner that reflects our emphasis on quality customer service, environmental stewardship, fiscal responsibility, and transparency. The department is led and directed by the Administration division and internally supported by the Fleet Management and Asset Management (GIS) divisions.
- **Sustainability:** The Sustainability Department was created in 2008 to integrate sustainable design, technology, and practice into municipal operations, infrastructure and services. The Sustainability Department is responsible for incorporating City Council's Strategic Goals and City Resolutions pertaining to sustainability within the organization.
- **Transportation:** The City of Asheville's Transportation Department provides for the safety, health, mobility, and quality of life for Asheville citizens and guests through the administration of engineering, infrastructure and transportation related projects. The Transportation Department includes Transit, Traffic Engineering, Parking Services, Greenways, Bicycle and Pedestrian Services, Temporary Street Closures, Transportation Planning and the Neighborhood Sidewalk Program.

- **Water:** The Water Resources Department (WRD) provides drinking water to Asheville and the surrounding areas. The City owns and operates three drinking water treatment plants and maintains over 1700 miles of water lines in the distribution system.

The City of Asheville owns 22,000 acres of forested mountains surrounding our primary watershed, which makes it one of the largest municipally owned watersheds in the United States. The water department takes the responsibility of protecting the watersheds seriously, which is why most of the land is preserved in conservation easements, protected from development and pollution.

The Water Resources Department owns and operates three water treatment plants: North Fork (located in Black Mountain), William DeBruhl (located in Swannanoa), and Mills River (located near the Asheville Regional airport). The North Fork and DeBruhl watersheds are pristine. The reservoirs are fed by pure mountain streams, which are protected from industrial and agricultural contaminants. The Mills River watershed is less pristine, but also provides a valuable source, especially as population grows. The facility was built with the intent to expand with growing demand. The Mills River watershed covers 47,440 acres, 75% of which lies in the Pisgah National Forest. It includes a trout fishery, fish and wildlife habitat, and a recreational resource. The Mills River plant uses ozone in addition to chlorine for disinfection.

## **Buncombe County** (See [Organizational Chart](#))

- **County Manager's Office**
  - The County Manager serves as Chief Executive Officer of Buncombe County government, appointed by and serving at the pleasure of the Board of County Commissioners, which sets policies and adopts ordinances that regulate Buncombe County government.
  - Buncombe County has two Assistant County Managers with a goal of providing strategic alignment, consistency, and day-to-day operational support to their respective departments.
  - Manages economic development and intergovernmental relations
- **Finance**
  - Their mission is to support a fiscally sound government, to deliver services effectively and efficiently, and provide exemplary business decision support in an environment of teamwork with a commitment to excellence. Provides services that include:
    - Accounts Payable
    - Banking & General Ledger
    - Financial Planning & Analysis
    - Payroll
    - Procurement
- **Tax Collections**
  - Tax Collections is responsible for collecting all real and personal property taxes assessed within the county, occupancy tax, gross receipts tax, and beer and wine retail license fees.
- **Legal**
  - The Legal Department advises and represents the County in all legal matters except in situations where certain County departments have their own counsel and unusual situations where it is determined to be in the best interest of the County to retain outside counsel.
  - This department does not represent nor gives legal advice to residents about private disputes or problems but will endeavor to provide information and assistance in response to citizen inquiries concerning County ordinances or matters in which the County is a party or in some way directly involved.

- **Human Resources**

- Provides several duties: Talent Management, Compensation and Employee Benefits, Training and Development, Compliance, and Workplace Safety.
- The HR department helps provide organizational structure and the ability to meet business needs by effectively managing the employee lifecycle. Their mission is to promote a healthy, safe, well-educated, and thriving community with a sustainable quality of life. They provide an effective and efficient government that residents can trust and deliver needed service through a responsive work force committed to excellence, integrity, and teamwork.

- **Budget**

- The Budget Department works closely with the County Manager in developing and administering the countywide budget. Provided Services:
  - Ensuring budgetary compliance with applicable County policies, state and federal laws, and standard accepted accounting controls and practices.
  - Preparation of budget documents.
  - Developing, monitoring, and administering of the County's annual operating, grant, and capital budgets.
  - Populating and updating budget related dashboards.
  - Communicating budget process information to the public

- **ID Bureau**

- Their mission is to support the Criminal Justice/Public Safety community and the residents of Buncombe County through timely and accurate data entry services and complete and precise dissemination of information.
- Gun Permitting

- **Election Services**

- Is committed to transparent, inclusive, and efficient elections, giving the residents of Buncombe County confidence in exercising their right to vote. Primary Services:
  - Conducting all elections in Buncombe County, including municipal, county, state, and federal elections, as well as special referenda.
  - Maintain Voter Registration Records
  - Receive Candidate Filing for General Assembly and local candidates.
  - Campaign Finance office for local candidates/committees
  - Provide for Remote Absentee Voting
  - Educate Election Day Officials
  - Provide for Election Day Voting
  - Report Election Day Results to Public and Authorities
  - Evaluate and Improve Election Services
  - Provide Election Reports and Statistical Information

- **Library**

- Buncombe County Public Libraries consists of 11 branch libraries conveniently located throughout the County, and our central branch, Pack Memorial Library, in downtown Asheville. We also have a law library located in the County courthouse, which serves the needs of both the public and the legal community.

- **Emergency Services**

- The Department of Emergency Services of Buncombe County takes pride in serving the needs of the residents and visitors of our county. Our many roles include:
  - Pre-hospital emergency care from our paramedic EMS service
  - Fire and life safety from the fire marshal's office
  - Disaster coordination in the emergency management division
  - Training and development classes for county personnel

- **Equity and Human Rights**

- The Equity & Human Rights Office is focused on building a sustainable culture of equity, diversity, and inclusion in the organization and community.
- While inequities and lack of inclusion exist across all areas - race, gender, age, sexual orientation, ability, and more, we are beginning with racial equity because of pronounced disparities in this area. Because we know that there are the largest disparities by race across all sectors, focusing on racial equity helps us to get our systems and structures in place in order.

- **Health & Human Services**

- The Purpose of Buncombe County Health and Human Services is to strengthen the communities by advancing health, safety, and opportunity by providing:
  - Public Assistance
    - a. Public Assistance provides low-income individuals and families with assistance to support their self-sufficiency through job training and employment services, food assistance, quality health care and health care coverage, energy assistance and other economic supports for families.
    - b. Public Health
    - c. It is the mission of the Department of Health to promote and protect the public's health and to assure through community partnerships that all people in Buncombe County can make healthy choices within a healthy environment.
  - Social Work Services
    - a. We aim to prevent abuse, neglect and exploitation of vulnerable residents and promote self-reliance and self-sufficiency for individuals and families. Our staff is committed to providing Buncombe's diverse population with effective services in a timely and respectful manner.
  - Veterans Services



- a. Helping in a wide range of services to our nation's veterans, service members and their families.

- **Justice Services**

- Goal is to increase public safety while finding new and innovative ways to ensure justice. The department is there to serve and provide alternatives to incarceration and provide an opportunity to changes lives. They assist with navigating the justice system to Clients as well as support the courts through system coordination and technical assistance. Programs and services:

- Family Justice Center
- Jail Diversion and Re-entry Services
- Justice Resource Center
- Pretrial Services
- Treatment Court
- Youth Services

- **Communications and Public Engagement**

- Public Engagement serves as a liaison between the County and community to increase public awareness of and participation in County programs, services, and initiatives.
- Public Relations is responsible for media relations, information requests and BC TV.

- **Public Safety Communications**

- Central answering point for public safety agencies within our County.
- The Buncombe County Public Safety Communications Center dispatches all municipal/towns with the exception of Biltmore Forest.

- **Recreation Services**

- Responsible for all county-owned parks, greenways, pools, river access
- Plan, organize, and lead activities for groups or recreation centers

- **Strategic Partnerships**

- Exploring new partnership opportunities:
  - Studying and understanding partners' strategies
  - Facilitating communication between the organizations
  - Establishing and aligning goals.
- Grant Management
- Administer Community Investments programs:
  - Early Childhood Fund
  - Isaac Coleman Grants
  - Strategic Partnership Grant
  - Tipping Grants

- **Agriculture and Land Resources**

- Agriculture and Land Resources Department is responsible for implementing programs and partnerships focused on conserving, protecting and promoting land resources in order to ensure that our land will continue to be productive and economically viable in Buncombe County.

- **Information Technology**

- The IT department oversees the installation and maintenance of computer network systems within the County, and this team works to ensure that the network runs smoothly. As this involves working within a budget allocated to each department for network devices and software, the IT department must make sure that the equipment it invests in will optimally serve the needs of the County without going over budget.

- **Permits & Inspections**

- Exists to protect the life, safety and welfare of its residents by administering and enforcing the North Carolina State Building Codes as adopted by the Building Code Council. Buncombe County Permits & Inspections provides building inspections and permitting services for all unincorporated areas of Buncombe County and through contractual agreements, provides these services for the towns of Biltmore Forest, Weaverville and Woodfin.
- Building inspections and permitting is a cost-recovery program through user fees and not funded as a direct cost from county-accessed property taxes.

- **Strategy & Innovation**

- Strategy & Innovation is here to approach problems in new ways to match the pace of an ever-changing community. County departments typically know where their challenges and obstacles exist, but may struggle to find the tools, time, or personnel to fully address them. Strategy and Innovation is a resource that can help any department overcome barriers to success. In short, Strategy and Innovation looks for opportunities to innovate how the County provides services to the public.
- Strategy & Innovation also coordinates strategy throughout the County and manages the County's policy process, strategic data analysis and program evaluation efforts to support informed decision making to advance the Strategic Goals of Buncombe County Government. In short, we serve those who directly serve the public. We aim to increase department efficiency and leverage the County's existing resources to free up taxpayer dollars.

- **Air Quality**

- The Mission of the Asheville-Buncombe Air Quality Agency is to protect and monitor the area's air quality to safeguard the public health and the environment.
- Open Burning, The burning of leaves, brush, and yard trimmings
- Asheville-Buncombe Air Quality, staff operate an ambient air monitoring network in Buncombe County to determine levels of ground level ozone and fine particles. These are key pollutants of concern here in the southeast.
- Asbestos, AB Air Quality must be notified of plans to demolish or remodel any building in Buncombe County no matter the age, including residential, commercial, industrial or public buildings; or plans to remove any asbestos-containing material.

- **Planning**

- Enforces ordinances, policies, and procedures related to the use of land, in order to maintain orderly and responsible growth in the county

- Affordable housing & community development
- **Solid Waste**
  - Disposal & recycling services for the entirety of Buncombe County
  - The Solid Waste Program regulates safe management of non-hazardous solid waste through guidance, technical assistance, regulations, permitting, environmental monitoring, compliance evaluation and enforcement.
- **Sustainability Office**
  - The Office of Sustainability serves as a resource and an advocate for environmental sustainability at Buncombe County.
  - Our mission is to foster a culture of sustainability throughout the County's operations and to support sustainability initiatives and actions within the County and in the community.
- **Property Assessment**
  - The Assessor's responsibility includes listing, appraising, and assessing all taxable property within Buncombe County. The Collector is responsible for the collection of all property taxes in Buncombe County.
- **General Services**
  - Perform clerical services, equipment operation, basic maintenance and repair, materials handling, custodial services, logistical support, routine security and/or customer services, and capital improvements