



BUNCOMBE COUNTY

Request for Proposal

Blue Horizons Project Management

Date of Issue: May 6, 2020

Proposal Submission Deadline: June 12, 2020

At 2:00 PM ET

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1.0 PURPOSE AND BACKGROUND

In 2016 Buncombe County established a partnership with the City of Asheville and Duke Energy Progress (DEP) to create the Energy Innovation Task Force (EITF) to address two goals:

1. Delay or avoid the construction of an additional natural gas powered combustion turbine power plant at the Asheville site in the year 2023
2. Transition Western North Carolina to a cleaner, affordable, and smarter energy future through community engagement and collaboration that is mutually beneficial to the community, customers, and Duke Energy Progress

Members of the task force were appointed by the founding partners and represented local government, environment and clean energy advocates, large and small businesses, local institutions and Duke Energy Progress. To address these goals the EITF launched and advised the Blue Horizons Project, a community campaign to advance energy efficiency and renewable energy efforts in Buncombe County. In April, 2019 Duke Energy Progress announced the delay of the peaker power plant. Since that time Buncombe County and the City of Asheville declared goals to achieve 100% renewable energy for County operations by 2030 and community-wide by 2042 and Duke Energy set a goal of net-zero carbon by 2050. The EITF began looking for ways to increase engagement with the community and address the new community-wide 100% renewable energy goal. In January 2020 the EITF drafted a new charter and decided to transition from a government citizen advisory board to a community advisory council (the Blue Horizons Project Community Council). The Blue Horizons Project and the Blue Horizons Project Community Council will now be implemented and managed by a local non-profit.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP consists of the base RFP document, any attachments, and any addenda released before the 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	May 6, 2020 5:00 p.m. EST
Call/Virtual Info Session	County	May 14, 2020 3:30 p.m. EST
Submit Written Questions	Vendor	May 22, 2020 5:00 p.m. EST
Provide Response to Questions	County	May 29, 2020 5:00 p.m. EST
Submit Proposals	Vendor	June 12, 2020 5:00 p.m. EST
Contract Award	County	June 26, 2020 5:00 p.m. EST
Contract Effective Date	County	July, 1, 2020 5:00 p.m. EST

2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. The County will host an information session on this RFP on May 14, 2020 at 3:30pm EST.

COVID 19

Due to the COVID 19 pandemic, the County will not be hosting in-person meetings regarding this RFP. The May 14th information session will be hosted via a Microsoft Teams meeting in which participants may ask questions to County and City staff regarding the RFP. You DO NOT need to have MS Teams in order to join the meeting. Simply choose to join via the web and “anonymously”. The link for the MS Teams meeting is here: [Join Microsoft Teams Meeting](#)

For those that do not have the ability to attend virtual meetings, a call in number is being provided. If for any reason you cannot access the online meeting please call **1-980-729-7744** and use conference ID **112 436 613#**

To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to jeremiah.leroy@buncombecounty.org by the date and time specified above. Vendors should enter “RFP Blue Horizons Project Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any Buncombe County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

2.5 PROPOSAL SUBMITTAL

Proposals will be received until 2:00 PM, June 5, 2020. All proposals may be submitted in a sealed envelope(s) or electronically submitted via email and properly identified with the RFP Blue Horizons Project in the subject line.

Proposals may be hand-delivered or emailed to:

200 College St. STE 406, Asheville NC, 28801

E-mail: jeremiah.leroy@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 828-250-4976.

2.6 PROPOSAL CONTENTS

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

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Describe the background, experience, and capabilities of your firm as it relates to the Scope of Work outlined in the RFP.
- d) Identify all subcontractors you intend to use for the proposed scope of work. For each subcontractor listed, proposers shall 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.
- e) List at least 3 client references public and/or private of similar size for whom you have provided services in the past three years. Provide telephone numbers and contact names for references.
- f) Provide specific costs for each service proposed
- g) Each Vendor shall submit with its proposal the name, 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

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 evaluation of proposals for adherence to the scope of work requested and the ability to address the scope of work with creative and cost effective solutions that will ultimately result in meeting the larger goals of the project.

4.0 REQUIREMENTS

4.1 CONTRACT TERM

The Contract shall have an initial term of three years, beginning on the date of contract award (the “Effective Date”).

4.2 PRICING

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

4.3 VENDOR EXPERIENCE

In its Proposal, Vendor(s) shall:

- demonstrate experience with public and/or private sector clients with similar or greater size and complexity to Buncombe County.
- demonstrate experience implementing a community-wide, mission driven program
- demonstrate experience implementing and/or managing an energy efficiency or weatherization program for low and moderate income households.
- demonstrate experience facilitating community engagement sessions with front-line communities
- provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including citing experience with similar projects and the responsibilities to be assigned to each person.
- In the event that a respondent intends to collaborate with another community agency in a joint venture in response to this RFP, please identify the partner agency and clearly define the structure of the arrangement. All such arrangements must be formalized in writing prior to execution of a contract with the City or County.

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

As mentioned in the purpose and background section of this RFP, this is the next phase in a four year long process to transition Buncombe County away from fossil fueled electricity and towards a clean energy future. The refined purpose of the Blue Horizons Project is to address the current climate crisis by leading the community in achieving its community-wide renewable energy goal of transitioning to 100% renewable energy by 2042 through community engagement and collaboration with Buncombe County, the City of Asheville and Duke Energy.

The primary deliverable to be provided through the requested services is the implementation of the Blue Horizons Project and providing staffing and management of its advisory board, the Blue Horizons Project Community Council.

Scope of Services

The Blue Horizons Project is a campaign that is available to all businesses and residents of Buncombe County and provides education and resources to assist business owners and residents to reduce the

energy use in their homes and businesses and transition to being powered by 100% renewable energy. Actions required of the nonprofit include:

- Active engagement with the electric investor-owned utility, Duke Energy Progress (DEP) that include, but are not limited to:
 - Collaboration with DEP staff to promote and increase participation in DEP energy efficiency and renewable energy programs
 - Coordinate with DEP staff and Technology Working Group (defined below) to provide recommendations to improve current program coordination and effectiveness
 - Expand current pilot utility programs offerings in Buncombe County and work with DEP staff to develop new pilot programs to implement in Buncombe County
- Active engagement with residents that include, but are not limited to:
 - Provide technical support to residents working to reduce their energy use. This may leverage existing programs such as “Cool Communities”, Solarize Campaigns, or other proven best practices for reducing residential fossil fuel consumption.
 - Scale up energy efficiency and weatherization resources to low and moderate income residents. This may leverage existing service providers in Buncombe County.
 - Research and design a low-income solar installation program for residents that have participated in weatherization and home repair programs
- Active engagement with Buncombe County businesses that include, but are not limited to:
 - Engaging the private sector in broad adoption and rapid deployment of renewable energy and energy efficiency
 - Encourage adoption of clean energy goals and enable public sector utilization of renewable energy as a first priority
 - Support the City and County to achieve the 100% renewable operational goal as quickly as possible.
- Promotion of the Blue Horizons Project and renewable energy goals through education and community engagement through:
 - Presentations to neighborhood groups and business associations, meeting people where they are.
 - Conducting a series of (6) six of listening sessions annually throughout the County to gather input for the community-wide renewable energy plan. Focusing on gathering feedback from all sectors of the County including but not limited to front-line communities and communities of color.
 - Maintenance of social media accounts and [website](#)
- Facilitate and manage the Blue Horizons Project Community Council. The Blue Horizons Project Community Council will be a board of (9) nine community members representing a wide variety of energy consumers in Buncombe County. It will be the nonprofits responsibility to:
 - Invite members to apply and work with a selection committee of County and City staff and former EITF members to select the initial membership
 - Provide administrative support including meeting logistics, creating agendas and publishing meeting materials. While this will not be a government appointed board open meeting laws will be utilized as a best practice. Meeting minutes, agendas, dates and times will be posted on the Blue Horizons [website](#).
- Secure additional funding by establishing an annual fundraising goal that increases year over year. One of the driving forces of moving the management and advisement of the Blue Horizons Project into the private sector was to diversify the funding streams. To date the program has been supported solely by the founding partners, Buncombe County, the City of Asheville and Duke Energy. It will be the responsibility of the nonprofit to generate income from a variety of funding sources both public and private.
- Provide continuous reporting on a variety of metrics to establish verifiable program effectiveness. These can include, but will not be limited to, number of clients served, increases in program participation, client cost savings, energy reductions and carbon impact among others. Specific metrics and reporting schedules will be established with the awarded vendor.

GENERAL TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this

RFP document.

2. **LATE PROPOSALS**: Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION**: Buncombe County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE**: If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
 - All copies of the proposal are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
6. **HISTORICALLY UNDERUTILIZED BUSINESSES**: Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts.
7. **INELIGIBLE VENDORS**: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Buncombe County by any company identified in a) or b) above shall be void *ab initio*.
8. **CONFIDENTIAL INFORMATION**: To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the

disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

9. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
10. **INFORMAL COMMENTS:** Buncombe County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
11. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Buncombe County will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
12. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
13. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
14. **PAYMENT TERMS:** If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
15. **NON-DISCRIMINATION:** The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
16. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of Buncombe County as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.
17. **INSURANCE:**

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

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

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

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

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

Vendor shall agree these General Conditions constitute an insured contract and shall name Buncombe

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

18. **GENERAL INDEMNITY:** The Vendor shall hold and save Buncombe County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
19. **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.