



BUNCOMBE COUNTY

Request for Proposals

COMMUNITY-BASED PUBLIC HEALTH RESPONSE TO VIOLENCE

Date of Issue: January 20, 2023

Proposal Submission Deadline: February 27, 2023

At 12:00PM ET

Request for Proposals - FY2023 Justice Services

Buncombe County

Background and Services

REQUEST FOR PROPOSALS (RFP)

Buncombe County seeks proposals to implement Community-Based Public Health Response to Violence (CPrV).

BACKGROUND

In recent years, the City of Asheville has been experiencing dramatically rising rates of violent crime and homicide. Violence – especially gun violence – and the justice system have inequitable impacts on Black or African Americans living in Buncombe County in general and the City of Asheville in particular; so much so that in 2020 the County issued a declaration of Racism as a Public Health and Safety Crisis. Community leaders from local law enforcement, public health officials, and local community groups are concerned gun violence and homicides will continue to rise given intersectional stressors and systemic pressures experienced by Asheville’s at-risk communities. There is strong local momentum and community support for collaborative violence prevention and intervention programs to address these problems.

In 2021, Buncombe County’s Safety + Justice Challenge contracted with The Racial Justice Coalition (RJC) and The SPARC Foundation to conduct research regarding the development of a program that includes outreach, mentoring, and support for young adults most at risk of engaging in violence (link to their presentation available [here](#)). With community input, Community Healing through Activism and Strategic Mobilization (CHASM – linked [here](#)), was recommended because of its public health and community health worker model that compliments the current efforts in Western North Carolina. The model, Community-Based Public Health Response to Violence (CPrV), strategically identifies, trains, and activates community champions to take the lead in the implementation of a co-designed, customized strategy. CPrV prioritizes public health upstream thinking and methodology to restore community connectivity and collective efficacy. CHASM will provide comprehensive training and technical assistance for those selected to implement CPrV to assure fidelity and optimum success.

SERVICES

Buncombe County seeks a provider (or providers) to deliver the following Community Safety and Violence Prevention components. The components are grouped by service areas to include: Community Healing Initiative, Coalition-Building and Evaluation, and Mental Health Support. You may submit a proposal for one service area or for the full continuum of services. Proposals for any service area must include all activities within that service area.

A. Community Healing Initiative

- With Technical Assistance provided by CHASM, this comprehensive community-led strategy advances violence as a public health priority and community assets as primary partners and champions in the prevention of structural and interpersonal violence. Community assets are identified as community leaders and community-based organizations. Program objectives are to promote violence as a public health priority and effectively demonstrate the value that community-based, community led public health thinking and methodology offers in partnership with public safety, social services, schools, and other stakeholders to prevent multiple forms of violence.
- Community Professional Development: Community Health Workers trained in Violence Prevention (CHWVPs) are trusted community members who are trained as public health professionals to support communities they serve to get access to what they need to live healthy, safe, and thriving lifestyles. Training and ongoing support for the CHWVPs will be provided by CHASM. This initiative includes the hiring of **1.0 FTE Project Manger** in addition to **6.0 FTE CHWVPs**.
- Pedagogy of Empowerment: Popular Education is an evidenced based methodology of teaching and community mobilization that emphasizes the value of knowledge learned through life experience as much as knowledge learned through text books or standardized methods of education.
- Youth Leadership Development: Cultivating independent thinkers who offer a counter culture to the toxic norms that are promoted daily is vital to the success of CPrV. Youth Empowerment Solutions (YES) is an evidence-based curriculum that CHASM has full license as train-the-trainers and will be offered for site implementation in addition to exploring how to take existing youth programs and align them with evidence informed components that are consistent with the goals and objectives of CPrV.
- Repurposing the Built Environment: Crime Prevention through Environmental Design is a nationally recognized evidence-based intervention that looks at how the built environment can be optimized to enhance safety and increase community cohesion. Turning unused buildings into community centers, community gardens, park clean ups, and community murals are just a few examples of what is meant by repurposing the built environment.

B. Coalition-Building and Evaluation

- Community Qualitative Research – Community Based Participatory Research is one of the evidence based methods that CPrV employs to assure that community voice is present when reports are being produced attempting to outline the causes of violence and other types of social instability. CPrV prioritizes community qualitative research as a way of making sure the voice of the community is heard and considered as much as possible when discussing the problem, finding solutions, and identifying what has worked and has not worked in their community.
- Multi-sectoral Stakeholder Coalition – Is an evidence based process of assuring that as many community leaders and professionals from diverse backgrounds are present to support the

design and implementation of comprehensive strategies or programs. CPrV requires the existence of a multi-stakeholder coalition to support the initiative design, implementation, quality improvement, and sustainability. This coalition will continue development of a Community Violence Prevention and Safety Plan, aligning with ongoing community input and assessment, and support implementation of said plan.

C. **Mental Health Support**

- Services to include mental health (for example, licensed clinical services), wellbeing, resiliency support, etc. for those implementing CPrV in Buncombe County.

SCOPE OF WORK

Collaborative proposals are encouraged. Sub-contracting is an allowable service delivery model. Within each relevant program provision, the following should be considered:

- existing practices used to build trust, preserve trust, engage, partner, and collaborate with communities most impacted by disproportionate exposure to multiple forms of violence with an emphasis on gun violence;
- existing or past delivery of youth and/or young adult led programs or initiatives that focused on violence prevention and/or youth leadership development;
- existing or past examples of community training or educational programming and service delivery;
- methods of establishing and maintaining a transparent feedback loop between recipients and the County;
- capacity to use performance measures to track and measure progress and results for deliverables;
- an understanding of promising practices to address violence, including community-led initiatives in collaboration with multi-sectoral stakeholders;
- experience working with people directly impacted by our criminal justice system and disproportionate exposure to violence;
- a commitment to advancing racial equity and an understanding of how to infuse equity approaches in this work;
- a process for engaging stakeholders in a collaborative and coordinated response to multiple forms of violence with emphasis on gun-violence;
- an ability to infuse intergenerational and family support approaches into the work of community safety and violence prevention;
- a process for implementing long-term community safety strategies as well as providing immediate support to communities and organizations that are best situated to address community safety and violence prevention;
- an understanding and commitment to trauma informed service delivery, conflict

resolution and problem solving;

- experience building coalition with governmental officials and community partners to develop coordinated strategies and collective impact;
- describe any training that your organization has had in experience with collaborative decision making methods; and
- experience leading block by block assessments, canvassing, or other innovative methods seeking to elevate community voice and input in research and evaluation.

FISCAL PROVISIONS

The funds to support this work come from two Federal grants that run through at least September 2025 (more information available by request). A budget template is provided. Please review and provide an annual proposed budget and narrative description for projected expenses for each component you are applying for.

TIMELINE

The County will make every effort to adhere to this schedule.

- January 20, 2023 - Request for Proposal Open
- January 31, 2023 - Information Session, 12 - 2PM, Stephens Lee Recreation Center
- February 7, 2023, 5:00pm ET – Deadline for Questions
- February 14, 2023 – County Response to Questions
- February 27, 2023, 12:00pm ET - Request for Proposal Due
- March 13-17, 2023 - Interviews
- March 20, 2023 - Announcement of Award
- April 1, 2020 - Begin Service Contract

INFORMATION SESSION

Buncombe County will be holding a non-mandatory information session on 1/31/2023, 12:00pm. The intention of this meeting is to provide interested parties an opportunity to learn about the details of the project and to ask the contract manager questions.

This meeting will be held at the Stephens-Lee Recreation Center, located at 30 George Washington Carver Ave, Asheville, NC 28801.

PROPOSAL QUESTIONS

Upon review of the RFP documents, parties 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 by the date and time specified above. Vendors should enter “RFP CPrV 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.

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.

APPLICATIONS

Proposals must be submitted online **no later than 12:00pm, on February 27th, 2023** in order to be considered. The online application can be accessed at this link:

[CPrV Application](#)

Application

Applicants will be asked to provide the following:

Project Name*

Name of Project.

Character Limit: 100

Service Area Proposal*

Choices

- Community Healing Initiative
- Coalition-Building and Evaluation
- Mental Health Support

Agency Overview*

Provide a brief description of your agency and its role in the community. If this is a collaborative application, describe the lead agency.

Character Limit: 3000

Approach*

How will this program fit in your organization and with your mission? Describe your proposed structure for delivering the services, including how the program will be incorporated into your overall agency. Describe your plan to commit to the fidelity of the program while partnering with CHASM. If this is a collaborative application, list the partner applicants and proposed roles in delivering core services.

Character Limit: 3000

Staffing structure*

List the positions (current and/or new) that will be engaged in the delivery of services under this proposal and describe the professional qualifications of those positions.

Character Limit: 3000

Experience working with justice-involved individuals*

Describe your track record for providing similar services or in working with a similar population.

Character Limit: 3000

Agency services*

What services does your agency currently provide that could be leveraged in support of this program?

Character Limit: 3000

Partnerships*

Describe existing partnerships your organization has in this community and how your organization will leverage those partnerships to meet the needs of this population.

Include both formal and informal partnerships and explain the structure.

Character Limit: 3000

Data and Evaluation*

Describe the data collection and quality assurance measures you will use to assure ongoing, effective tracking of contract requirements and outcomes. Also explain how performance indicators will impact program practices and decision-making.

Character Limit: 3000

Budget*

The funds to support this work come from two Federal grants that run through at least September 2025 (more information available by request). A budget template is provided. Please review and provide an annual proposed budget and narrative description for projected expenses for each component you are applying for.

Character Limit: 3000 | File Size Limit: 10 MB

Equity*

Describe how services will intentionally incorporate equity, inclusion, and diversity into its policies, procedures and practices. Specifically, discuss recruitment and retention efforts for employees that reflect a diverse workforce and reflective of the clients served. Outline how services will be accessible to all regardless of gender, race, ethnicity, etc. to include diversity throughout the program.

Character Limit: 3000

Special Considerations

Provide any other information that might assist the County in selecting a provider for this new program.

Character Limit: 3000 | File Size Limit: 10 MB

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. The County reserves the right to accept or reject all of any part of any proposal, waive informalities and award the contract to best serve the interest of the County.
- 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 the 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 coverage and limits are standard for Buncombe County contracts. If these pose a significant barrier, alternative proposals may be reviewed by Buncombe County's Legal Department for consideration.

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.

17. 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.

18. 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.

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.

Federal Uniform Guidance

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

I. Equal Employment Opportunity

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of

Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

II. Compliance with the Davis-Bacon Act

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

V. Clean Air Act and the Federal Water Pollution Control Act¹

(1) Clean Air Act

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

\$150,000 financed in whole or in part with Federal assistance.

(2) Federal Water Pollution Control Act

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

VI. Suspension and Debarment

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

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

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

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VII. Domestic Preferences

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

must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

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

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

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

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

Community-Based Public Health Response to Violence - Budget Template

Please provide an annual budget and narrative description for projected expenses for each component you are applying for.

A. Community Healing Initiative (Up to \$423,000)	Amount	Detailed Narrative Description
Community Health Workers trained in Violence Prevention (CHWVP) Team <i>Amount per CHW; 6 FTE CHWs per year.</i>		
Project manager/CHWVP Team Lead: <i>This position will also partner with the County and Community Co-Facilitator to build and support the multi-sector coalition</i>		
Program implementation funds (for example, implementation of youth leadership development and community projects to repurpose built environment, etc.)		
Administrative costs		
B. Coalition-Building and Evaluation (Up to \$42,000)		
Implementation/Facilitation of: - Community-Based Participatory Research - Multi-sectoral Stakeholder Coalition, including supporting ongoing strategic planning and implementation. - This role will partner with the Community Based Project Manager/CHWVP Team Lead and County staff to build and support the multi-sector coalition.		
Administrative costs		
C. Mental Health Support (Up to \$30,000)		
Services to include mental health (for example, licensed clinical services, wellbeing, resiliency support, etc.) for those implementing CPrV in Buncombe County.		