



Request for Proposals: Emergency Shelter Operations

IPS # 298-EmergencyShelterOps

Issue Date: Friday August 6, 2021

Due Date: September 17, 2021 by 5:00 p.m. E.S.T.

Contact Information:

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Department of Community & Economic Development

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PLEASE NOTE: Although the City is releasing an RFP for the shelter operations, the contract depends on future funding and grant awards to include American Rescue Plan Act Funds. The City is posting this opportunity in advance of funding / grant allocations, so that it can move quickly in the event that the funds are approved.

Request for Proposals: Emergency Shelter Operations

Overview

The City of Asheville (the City) is seeking a partner to plan and operate an emergency shelter for people experiencing homelessness. The shelter will operate in a City-owned property and must serve as a complement to existing homeless services by using a high-access approach to target people who are unsheltered and may have complex needs. The Successful Proposer will be awarded a contract with the City to deliver operations, including but not limited to 24/7 staffing, security, food, laundry, site management, and client support services, with a particular focus on exit planning into permanent housing. The Successful Proposer will participate in the City's final planning process for the duration of 2021 and will begin operations in January 2022. Eligible respondents include single entities or partnerships composed of multiple entities. The City has developed a five-year operational plan and expects to enter into a multi-year contract with the Successful Proposer. Funding for operations must be diversified over time in partnership with the Shelter Operator.

Vision

Most people experiencing homelessness are well served by our community's strong homeless service providers, yet a subset of the homeless population remains unsheltered and requires a different approach in order to successfully exit homelessness. In the 2021 Point-in-Time count, the number of people experiencing unsheltered homelessness rose significantly, and the complexity of unsheltered homelessness during the COVID-19 pandemic increased. People who were unsheltered reported 3.6 times as many occurrences of mental health and substance use disorders as people in shelters, and 3.3 times as many occurrences of domestic violence as people who were sheltered, according to 2021 Point-in-Time data. Through the addition of high-access shelter capacity, the City seeks to designate specific services and outcomes for this vulnerable population.

This shelter plan must identify reasons that people with complex needs do not or cannot enter traditional homeless services programs and intentionally address those barriers through policies and practices. Specific operating standards and programmatic rules will be developed in partnership with the Successful Proposer, but at a minimum must include:

- Flexible hours for entry
- Rooms available to adult households of any composition and gender identity
- No requirements for entry (e.g. identification or sobriety)

- Smoking area on site
- Access for households with pets
- Heavy emphasis on multiple chances

Safety and security are paramount in the successful operation of the shelter. Weapons will not be allowed on site but can be checked at entry and returned at exit. No violence on site will be tolerated. The Successful Proposer must provide 24/7 security staffing grounded in de-escalation practices to ensure the highest standards of safety for all shelter participants, staff, and visitors.

To be successful, the shelter must improve the functioning of the existing homeless service system, complementing rather than duplicating services, and ensuring a steadfast focus on permanent housing for all shelter participants. While the City recognizes a need to provide for the safety of people who are unsheltered, homelessness is fundamentally a housing issue and any successful intervention must prioritize exits from homelessness into permanent housing.

Values

All shelter services must be offered in alignment with the following values and practices:

- People are screened in rather than out based on acuity and complexity of need
- Services are available but voluntary
- Rules are anchored in safety
- Participant feedback is solicited and meaningfully incorporated throughout program design and implementation
- Operations and outcomes are continually evaluated and adapted to meet the evolving need

The Successful Proposer will demonstrate both a history of and commitment to implementation of the above.

Opportunity

The City is under contract to purchase the Ramada hotel, located at 148 River Ford Parkway in Asheville, for conversion into emergency shelter. The property consists of 115 rooms in 2 separate buildings. Some rooms are larger suites which can be used for office and clinic space for the Successful Proposer and co-located service providers, but most rooms will be non-congregate shelter space, serving one household per room. Additionally, crisis beds will be available for law enforcement, EMS, and medical referrals and will be offered in congregate space. The shelter will have capacity for a minimum of 110 people, with flexibility to exceed when necessary based on household composition or crisis overflow.

The City will upfit the property to improve site safety, including fencing and site access control, and will work with clinical providers in the community to coordinate on-site medical and behavioral health care. The City will also staff a Project Coordinator onsite to support all parties, including the Successful Proposer as Shelter Operator.

Shelter Operator Role and Responsibilities

The Shelter Operator will serve as the primary project partner and will implement a majority of the activity on site. At a minimum, the Shelter Operator will:

- I. Provide 24/7 staffing for basic participant support and flexible participant access
- II. Provide 24/7 security services to ensure safe operations, with a focus on de-escalation
- III. Provide diversion services to new arrivals prior to intake
- IV. Enter data into the Homeless Management Information System (HMIS) and provide additional data and reporting as necessary
- V. Provide for basic operations, including but not limited to:
 - A. Food - At least one meal/day as well as 24/7 access to food
 - B. Laundry, to include guest linens, towels, and personal clothing
 - C. Pest control
 - D. Janitorial services
- VI. Provide facility management services including common area maintenance for both “Ordinary Care” and “Capital Maintenance and Repairs” which may include but is not limited to: Building repairs, HVAC, Landscaping, Management, Outdoor lighting and Parking lot maintenance, Security systems, Signage, Snow removal, pest control, etc.
 - A. Ordinary Care any work or expense necessary to keep the premises clean, safe, and attractive to commercially acceptable standards that is not “Capital Maintenance and Repair”, as defined below, or a utility cost. This may include, but is not limited to cleaning, painting, carpet, security equipment, replacement of fixtures, furniture, and equipment and facility management.
 - B. Capital Maintenance and Repair is all repairs and Maintenance that are not Ordinary Care. The funding and management thereof, including cost per square foot basis, maximum cap and / or cost plus model, and fund management shall be proposed by the operations provider.
- VII. Provide client services that connect participants to onsite care as needed and offsite services as appropriate
- VIII. Ensure all shelter participants have a permanent housing plan and are actively supported in pursuing successful shelter exits as quickly as possible
- IX. Actively participate in the NC-501 Asheville-Buncombe Continuum of Care, including:
 - A. Homeless Initiative Advisory Committee (HIAC) attendance
 - B. Coordinated entry participation for housing referrals, including the workgroup and case conferencing meetings
 - C. Working collaboratively with other agencies throughout the homeless service system to ensure coordination rather than duplication of services
- X. Participate in the community’s Code Purple initiative
- XI. Actively develop and support relationships with neighboring entities
- XII. Build successful and appropriate relationships with law enforcement
 - A. Security services are expected to be successfully delivered in a way that minimizes law enforcement presence and involvement at the shelter, and the Shelter Operator is expected to develop and follow an appropriate confidentiality policy. The Shelter Operator must additionally maintain a positive relationship with law enforcement in support of safety for parties.

- XIII. Develop and implement a plan to both engage shelter participants in sharing feedback on shelter services and incorporate that feedback into operational practices
- XIV. Work collaboratively with the City's Project Coordinator to diversify funding beginning in the second year of operations and increasing throughout the five-year period.
- XV. Partner with the City's Project Coordinator, co-located service providers, and other project partners to continually improve shelter efficacy
- XVI. Maintain a low-barrier, high-access approach and actively implement harm reduction, Housing First, client-centered, and trauma-informed practices in all service delivery
- XVII. Intentionally incorporate equity into all aspects of programming and operations
- XVIII. Maintain a firm commitment to ending homelessness

The City expects to identify the Shelter Operator in October and to work closely with the Successful Proposer and other project partners through the duration of 2021 to finalize operational details prior to shelter opening January 2022. For a draft version of this plan see [Exhibit A](#).

Eligibility Requirements

Single entities or joint ventures are acceptable. All proposers must meet these basic criteria:

- Experience providing homeless services, preferably emergency shelter
- Extensive and successful experience serving the target population: people who are unsheltered and may have the most complexity of need, including significant mental health and substance use disorders
- Financial capacity to manage reimbursement-based funds

Requirements, Selection Process and Timeline

- **Letter of Intent:** Prospective proposers must submit a one-page Letter of Intent describing interest and organizational capability to Emily Ball (eball@ashevillenc.gov) by August 16, 2021.
- **Site Visit:** Upon receipt of Letter of Intent, proposers will subsequently be invited to a **mandatory** site visit the week of August 23, 2021.
- **Written questions:** All questions must be submitted in writing to Emily Ball (eball@ashevillenc.gov) by August 30, 2021.
- **Answers:** Responses to all questions will be posted to the City's bid page as an addendum to the RFP by September 3, 2021.
- **Written Proposals:** All proposal documents must be submitted electronically via file-sharing services such as Google Drive, DropBox, or other method to Emily Ball (eball@ashevillenc.gov) and are due by 5:00 p.m. on September 17, 2021. Only complete proposals will be accepted and no proposals submitted after the deadline will be considered. Proposers will receive an email within 72 hours of submission confirming receipt; if you do not receive an email, please contact Emily Ball (eball@ashevillenc.gov).

- **Selection:** Proposals will be reviewed and scored by the Selection Committee, who will also conduct interviews with the highest-scoring proposers.
- **Award:** The Selection Committee will recommend a Proposer to City Council for final decision and award at an October 2021 meeting.
- **Planning & Contract:** Following award notification, the Successful Proposer will commence detailed planning activities with City staff in anticipation of a January 1, 2022 contract and operational start.

<u>Activity</u>	<u>Date</u>
Request for Proposals issued by City	August 6, 2021
Letter of Intent deadline	August 16, 2021
Site visit	Week of August 23, 2021
Deadline for questions	August 30, 2021
Responses to questions	September 3, 2021
Deadline for submission	5:00 p.m. September 17, 2021
Interviews	Week of September 27, 2021
Housing and Community Development Committee	October 19, 2021
City Council	October 26, 2021

All proposal documents must be submitted electronically via file-sharing services such as Google Drive, DropBox, or other method to Emily Ball, via email at eball@ashevillenc.gov and are due by 5:00 p.m. on September 17, 2021.

Written Proposal Requirements and Scoring

All submissions should address the following.

1. Approach and Philosophy (20%)
 - A statement of the Proposer’s overall understanding of homelessness and service delivery philosophy in both current operations and for this initiative
 - A specific description of how and why the Proposer will apply each of the following principles in proposed shelter operations
 - Low-barrier, high-access approach
 - Harm reduction
 - Trauma-informed care
 - Client-centered approach
 - Housing First

- An organizational commitment to racial equity and inclusion and maintaining cultural competence, with policy and/or practice examples that reflect these values in the Proposer's current operations

2. Experience (10%)

- Description of experience operating homeless services, with specific detail about emergency shelter operations if applicable
- Description of experience serving the target population, including scope of services and approach
- Description of knowledge about permanent housing options and of experience with housing planning, including securing successful permanent housing placements for program participants

3. Operational Plan (30%)

- An understanding of the reasons that people who are unsheltered are not accessing or engaging with services and a specific plan to eliminate those barriers
- Anticipated staffing plan, including basic role descriptions, organizational chart, and training curriculum
- A plan for safety and security, including overall approach and practices with shelter participants as well as relationship to law enforcement
- A plan for routinely gathering and acting on shelter participant feedback to continually improve service delivery and outcomes
- A detailed plan for ensuring successful housing exits, including approach and practices with shelter participants and specific action steps in addition to connection with the coordinated entry system
- A plan for cultivating and maintaining positive neighborhood relationships

4. Organizational Capacity (10%)

- Most recent board-approved financial audit
- List of current board members
- Current organizational handbook and/or policies
- List of publicly-funded contracts within the past 3 years, including public entity name, basic description of scope of work, and funding amounts
- Statement of your organization's willingness and capacity to successfully pursue grant funding in partnership with the City and in support of future funding for the shelter operations

5. Facilities Management Plan (10%)

- Approach to facilities management addressing the common area maintenance for both "Ordinary Care" and "Capital Maintenance and Repairs".

- Approach to managing the cost of capital maintenance and repairs. For example: an annual maximum cap based on a price per square foot (\$/SF), by using a capital maintenance sinking fund also based on price per square foot, cost plus model, or by other means proposed by the operator.
- Plan for management and procurement of furniture, fixtures, and equipment replacement

6. Budget (15%)

- A detailed line-item budget with narrative justification. At minimum, the budget should include:
 - Staffing & personnel costs
 - Operational costs
 - Administration Costs
 - Facilities: Ordinary Care budget

7. Letters of Support (5%)

- Provide a letter of support describing your alignment and capabilities relevant to this opportunity from each of the following
 - A current or former program participant
 - A current funder (public or private)
 - A homeless services partner organization in Buncombe County

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Contract.

The City has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of the City's DBE Program are hereby incorporated by reference into this Contract. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out the City's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Contract and may be grounds for termination of this Contract, or other such remedy as the City deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with the City's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Contract..

The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Contract. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a

description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted.

- The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Contract.

All proposal documents must be submitted electronically via file-sharing services such as Google Drive, DropBox, or other method to Emily Ball, via email at eball@ashevillenc.gov and are due by 5:00 p.m. on September 17, 2021.

Submission Disclaimers

The City may, at its sole discretion, request that proposers supplement their qualifications with additional information following initial submission. The City reserves the right to waive defects, technicalities, and/or irregularities in any submittal. The City reserves the right to reject any or all proposals submitted, to cancel this RFP, and/or to modify and reissue the RFP at any time.

The City reserves the right to negotiate and enhance the scope of services with the Successful Proposer prior to contract execution.

Pursuant to the North Carolina Public Records Act, all documents submitted in response to this RFP will be considered public records and will be made available to the public upon request.

This project, including property acquisition and a contract with the Successful Proposer, is contingent on final approval from Asheville City Council.

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Examples of Terms and Conditions That Will Apply

City of Asheville Terms and Conditions

A. TERMS AND CONDITIONS:

1. CONTRACTOR shall provide (**DESCRIBE SERVICE**) as set forth more explicitly in **Exhibit A**.
2. The term of this contract shall be from _____.
3. The City will compensate the CONTRACTOR a maximum amount of \$_____. The CONTRACTOR shall bill the City on a monthly basis. The CONTRACTOR shall bill the City \$_____ per hour. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance

with all applicable City policies.

4. The CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the _____ or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submittal.
5. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
6. **INSURANCE:** The CONTRACTOR agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, error/omissions liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The CONTRACTOR shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the CONTRACTOR's general liability policy and provide a waiver of subrogation on the CONTRACTOR's general liability and workers' compensation policies. In the event of bodily injury, property damage, or financial loss caused by 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. In the event of cancellation, substantial changes or nonrenewal, the CONTRACTOR and CONTRACTOR's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the CONTRACTOR has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the CONTRACTOR shall provide the City copies of their insurance policies.

Commercial General Liability:	\$1,000,000 per occurrence
errors/omissions Liability:	\$1,000,000 per claim-made / \$3,000,000 aggregate
Commercial Auto Liability:	\$1,000,000
Excess (Umbrella) Liability:	\$5,000,000
Workers' Compensation:	Statutory
Employer's Liability:	\$500,000

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

7. **CONTRACTOR shall indemnify and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liabilities, losses, costs, claims, damages, expenses, attorney fees, judgments and awards that are proximately caused by the negligent acts or omissions of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.**
8. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.
9. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
10. CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
11. CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal

and other records of CONTRACTOR that are pertinent to this Agreement to perform examinations and audits. CONTRACTOR shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

- B. TERMINATION AND MODIFICATION: This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.
- C. ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties.
- D. SEVERABILITY: Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
- E. GOVERNING LAW: This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
- F. ASSIGNABILITY: This contract is not assignable by either party without the prior written consent of the other party.
- G. REQUIREMENTS OF CITY CONTRACTS:
 - 1. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.
 - 2. DRUG FREE WORKPLACE
The City is a drug-free workplace employer. By executing this contract, CONTRACTOR certifies that they and their subcontractors shall comply with the City's Drug Free Workplace policy. This policy may be viewed at the following: [Drug Policy](#)
 - 3. E-VERIFY EMPLOYER COMPLIANCE
By executing this contract, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <https://www.e-verify.gov/>
 - 4. ASHEVILLE BUSINESS INCLUSION POLICY
Asheville Business Inclusion Policy. The City enacted the Asheville Business Inclusion Policy to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of availability and utilization in the award of contracts. The Contractor is hereby notified that this Agreement is subject to the provisions of that Policy. The Contractor has an ongoing affirmative obligation to meet or exceed any subcontracting goals set in accordance with the ABI Policy for the duration of the Contract. Any modifications to the subcontracting plan provided to the City shall be submitted to City in writing in compliance with the [ABI Policy](#) specifications.
 - 5. NON-APPROPRIATION CLAUSE:
Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.
 - 6. IRAN DIVESTMENT and ISRAEL BOYCOTT:
City of Asheville staff are responsible for verifying that the bidder/contractor is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment List published by the NC State

Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82. The City shall not contract with any company or their affiliates listed on these divestment lists.

Example of Federal Terms and Conditions that apply

Remedies:

PERFORMANCE AND DEFAULT: If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under The Contract, the City shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event any or all finished or unfinished deliverable items under The Contract prepared by the Vendor shall, at the option of the City, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of The Contract, and the City may withhold any payment due the Vendor for the purpose of set off until such time as the exact amount of damages due the City from such breach can be determined. The City reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the City.

In the event of default by the Vendor, the City may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the City.

TERMINATION FOR CONVENIENCE:

If this contract contemplates deliveries or performance over a period of time, the City may, for any reason within its sole discretion, terminate this contract at any time by providing 60 days' notice in writing from the City to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the city shall pay for those items for which such option is exercised, less any payment or compensation previously made.

CONTRACT CHANGES:

Contract changes must be in writing and agreed on by the city and the vendor and will be implemented by contract amendments. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Contract amendments will be coordinated with the Project Manager and approved by the City before any changes should occur.

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(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, City that all qualified applicants will Page 8 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 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 City to enter into such litigation to protect the interests of the City. 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 City 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, Page 10 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 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 proceeding.

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 FEMA may by appropriate instructions require, 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.

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 therefore 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 \$26 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.

Clean Air Act

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. 2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and Page 16 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 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. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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. 2. 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. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

(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).

(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 shall not be bound by this offer.

(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.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

See . Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification. Appendix A

PROCUREMENT OF RECOVERED MATERIALS

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— • Competitively within a timeframe providing for compliance with the contract performance schedule; • Meeting contract performance requirements; or • At a reasonable price

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (insert name of City agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, Page 23 of 25

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(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City of Asheville and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

DOMESTIC PREFERENCE CLAUSE

As appropriate and to the extent consistent with law, the [non-Federal entity][vendor] should, to the greatest extent practicable under a Federal award, 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).” – For purposes of this clause, (i) “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, and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Page 20 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. **The Contractor**, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____