

REQUEST FOR PROPOSALS

RFP NUMBER & TITLE: Older Adult Home Modification Program

DUE DATE & TIME: October 13, 1:00 PM EST Received via email or mail:

PROCUREMENT AGENT: Paul Moon: Paul@landofsky.org

QUESTIONS DUE DATE AND TIME: October 6, 2025: 4:00 PM EST All questions to be emailed to Procurement Agent.

BID DEPOSIT/ BONDING REQUIRED: No Bid Deposit or Bonds are required on this solicitation.
Proposals must be received prior to the due date and time.

PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL BE REJECTED AND RETURNED UNOPENED

Minority, Disadvantaged, Women, Small and Veteran Owned Business Enterprises are encouraged to respond to solicitations. The Land of Sky website provides important information including certification, workshops, and other valuable resources to suppliers.

REQUEST FOR PROPOSAL

Older Adult Home Modification Program

OCCUPATIONAL THERAPIST (OT)

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REQUEST FOR PROPOSALS

Older Adult Home Modification Program

1. INTRODUCTION:

1.1 Request for Proposal Objective

Land of Sky Regional Council (LOS) is seeking a well-qualified, experienced firm to assist LOS in developing and administering **HUD's Older Adult Home Modification Program Grant**.

Program for the following roles:

- **Occupational therapists**

1.2 Issuing Office

Land of Sky

339 Leicester Hwy #140, Asheville, NC 28806

1.3 Request for Proposal Schedule

Task	Tentative Date
Release of Request for Proposal	9/25/25
Deadline for inquiries and comments	10/6/25
Proposals due	10/13/2025
Interviews, if needed	10/20/2025
Final scoring and rankings completed	10/24/2025

1.3.1 Proposals submitted in response to this RFP are irrevocable for one hundred and twenty (120) calendar days after the proposal due date.

1.3.2 Award of the contract is anticipated in October 2025

2. GENERAL INFORMATION FOR PROPOSERS

2.1 Review for Responsiveness and Responsibility

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP and if the Contractor is

responsible. A responsive proposal is one that follows the requirements of this RFP, includes all documentation, is submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed nonresponsive.

A responsible Contractor is one that demonstrates the capability to satisfy the qualifications and technical requirements set forth in the Solicitation. A Contractor's failure to demonstrate that it is responsible may result in the proposal being rejected.

Land of Sky may require proposers to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. Land of Sky may make such investigation as it deems necessary to determine proposer responsibility.

Any proposal found to be non-responsive, or Contractor found to be non-responsible will not be considered further for award. Proposals that do not comply with the RFP instructions and requirements or do not include the required information may be rejected as insufficient and may not be further considered. Land of Sky reserves the right to request a Contractor to provide additional information and/or to clarify information. Land of Sky's determination regarding the responsiveness of a proposal and the responsibility of a Contractor shall be final.

2.2 Land of Sky Rights

In its sole discretion, LOS reserves the right to:

2.3.1 Reject any and/or all proposals for no reason or any reason including but not limited to the following:

- a. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
- b. The Contractor, in the sole judgment of LOS, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
- c. The Contractor failed or neglected to complete and submit any information within the time specified by LOS and as may be otherwise required herein.

2.3.2 Accept all or any part of a proposal.

2.3.3 Cancel the entire RFP.

2.3.4 Issue subsequent RFPs.

2.3.5 Waive any minor irregularities, informalities, or oversights. The term "minor" as used herein means any Contractor or County irregularities or oversight that do not materially affect or alter the intent and purpose of this RFP and are not in violation of the State of North Carolina or Federal Government rules, laws and regulations that may apply to this procurement.

2.3. Addenda

Any necessary additions or corrections to this RFP will be made by addenda and posted online for Proposers to access. Addenda become part of the RFP and must be acknowledged by each proposer; failure to acknowledge any addenda shall not relieve proposers of compliance with the terms thereof. LOS assumes no responsibility for oral instructions.

2.4. Oral Presentations

LOS may require proposers to make oral presentations of their qualifications and to substantiate any portions of proposals submitted. If required, the Issuing Office will schedule such presentations.

2.5. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer ability to satisfy the requirements of this RFP.

2.6. Incurred Expenses

Proposers are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions or activity.

2.7. Acceptance of Terms and Conditions

By submitting a proposal in response to this RFP, the proposer accepts the terms and conditions set forth herein.

2.8. Public Information Act Notice

Proposers shall identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets, and provide justification why such material, upon request, should not be disclosed.

2.9. Award without Discussions

LOS reserves the right to accept the best written proposal without further discussions. Proposer should ensure that the initial proposal is both complete and competitively priced.

2.10. Conflicts of Interest

The proposer shall identify any actual or potential conflicts of interest that exist, or which may arise if the proposer is recommended for award and propose how such conflicts might be resolved.

2.11. Compliance with Laws

By submitting a response to this solicitation, proposer represents that it is not in arrears in the payment of any obligation due and owing LOS, including the payment of taxes and employee benefits and that it shall not become so in

arrears during the term of any contract arising from award of this RFP.

2.12. Governing Law

The laws of the State of North Carolina and, where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.

2.13. Piggyback Procurement

LOS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of North Carolina as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Proposer(s), and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate “directly” to the ordering jurisdiction for each unit purchased.

Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Proposer. LOS does not assume any responsibility other than to obtain pricing for the specifications provided.

2.14. Acceptance Time

By submitting a proposal under this solicitation, the proposer agrees that LOS has within one hundred and twenty (120) calendar days after the due date in order to accept the proposal. LOS reserves the right to reject, as unacceptable, any proposal that specifies less than one hundred and twenty (120) calendar days of acceptance time. Upon mutual agreement between LOS and the proposer, the acceptance time for the proposal may be extended.

2.15. Billing and Payment

The successful proposer shall keep accurate, document and follow-up records of OT-led scope development, time and transportation applicable to this contract. Unless otherwise agreed, payment will be made on a monthly or quarterly basis, and related records will be available for audit purposes during normal business hours, as often as deemed necessary. Payment will only be made for work that has first been previously authorized with LOS approval.

2.16. Drug Free Workplace

Contractor warrants that Contractor is knowledgeable of Government Code, Section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements. Additionally, all buildings, property, and vehicles which are owned or leased or used by LOS are smoke-free

2.17. Insurance Requirements (Services, no pollution coverage)

A. During the progress of the work, the Contractor shall provide and maintain the insurance set forth below. The Contractor will furnish certificates evidencing that such insurance is in force and will make every reasonable effort to provide that ten (10) days prior notice be given to LOS in the event of material change or cancellation.

Type of Coverage Limits

General Liability (including \$100,000 each occurrence, bodily injury, property damage, \$1000,000 personal & advertising personal and advertising injury injury, contractual, premises, \$200,000 general aggregate ongoing operations, products per project and completed operations \$200,000 products & completed liability operations aggregate.

Insurance coverage will be evidenced by Certificate of Insurance and provide thirty (30) days written notice of cancellation or material change in coverage.

It shall be permissible for required liability limits to be met by combination of one or more policies.

A. The Contractor shall save LOS harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.

B. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors.

C. In all cases, Certificates of Insurance shall be forwarded to the LOS. LOS shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed Contract.

D. Contractors or Subcontractors may at their own cost and expense obtain insurance additional to that required by the LOS under this Contract.

E. The Contractor agrees to indemnify and save harmless LOS from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the LOS may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the sole negligence or wrongful acts of the Contractor (or any of his employees) or any person, firm or corporation (or any

employees thereof) directly or indirectly employed or engaged by the Contractor.

3. SCOPE OF SERVICES

3.1 Scope of Work

Under minimal supervision, the Occupational Therapist (OT) will lead in the development and pursuit of a thorough community engagement process that fosters the meaningful creation of a home modification delivery strategy that will serve one or more of HUD's specified qualifying population(s) and activities identified in the Older Adult Home Modification Program plan program.

The OT will be involved in, and responsible for, overseeing the development of the Older Adult Home Modification Program and for a variety of deliverables including, but not limited to:

Occupational Therapist:

- Evaluation and creation of OT-led scope development based on functional needs.
- Fitting adaptive equipment Allowable modifications under OAHMP (e.g., grab bars, lever handles, non-slip flooring) and training recipients on proper use.
- Follow-up evaluation and documentation including training of recipients on proper use.
- Participate in all mandatory trainings.

The OT will work with the Land of Sky to develop and deploy citizen participation and stakeholder involvement with outreach, media and community engagement strategy that seeks to involve as broad a spectrum of the public participation as possible.

4. EVALUATION AND SELECTION CRITERIA:

4.1. Evaluation

Land of Sky has established an evaluation team to review all technical responses for compliance with the requirements of this procurement. They will select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance. These technical proposals will then be scored in accordance with the criteria that follows:

Furthermore, as a result of RFP addendums/changes and/or necessary proposal clarifications, a Best and Final Offer Request may be issued after the proposals are submitted but before contract award. Offerors shall be ranked or disqualified based on the evaluation criteria listed in this RFP.

4.1. Evaluation Criteria

4.1.1 Technical Criteria 50 points Prior experience with HUD Plans 25 points
Staff Resumes 25 points

4.1.2 Price 10 points

4.2 Technical Criteria: 50 Points

4.2.1 Qualifications & Related Experience 25 points Technical experience in performing work of a closely similar nature; experience working with public agencies; references with demonstrated success in providing similar services. A brief history of the proposing entity, including general background, knowledge and experience working with HUD's community development programs.

4.2.2. Staffing 25 points Qualifications of project staff, particularly key personnel; key personnel's level of involvement in performing related work; adequacy of labor commitment; resumes of all employees who will or may be assigned if your firm is awarded the contract. The ability to meet the funding source required timeline.

4.3 Price: 10 points

Please provide your cost proposal to accomplish the scope of work including hourly rates and project number of work hours for each job classification required to perform the scope of work.

4.4 Evaluation Process:

Technical Proposals will be opened and evaluated. Technical proposals will be scored by the evaluation committee based on the Technical Criteria in Section 4.3. Proposals whose scores are in the competitive range, in the opinion of the Evaluation Committee, will have their Price Proposals opened and scored. The lowest Price Proposal will receive all ten (10) points. Higher priced proposals will receive points prorated from the lowest score's ten (10) point basis.

The Owner desires to maximize the purchasing value of public funds. It is the intention of the Owner to award the contract to the most responsive, responsible and best-value Offeror, which may not necessarily be the lowest price Offeror being selected. Value added benefits that may be evaluated include, but are not limited to quality, safety, responsiveness, service, innovation and reliability. Best value evaluation determines the value of products and/or services acquired that results in the best combinations of quality, service, time, safety, security, and cost considerations. The emphasis is value over price.

4.5 Oral Interviews

During the evaluation period, the Owner reserves the right to interview some or all the proposing firms.

4.6 Proposal Rejection

The Owner reserves the right to reject any and all proposals or any and all portions of proposals

5. REQUIRED IN PROPOSAL SUBMISSION:

5.1. Two-Volume Submittal

- 5.1.1. Technical: Each proposer must submit one electronic PDF copy. Technical proposals shall be tabbed in the following order:
- A Brief transmittal letter, with relevant contact information signed by a person authorized to bind the firm
 - Proposal Affidavits
 - References
 - Firm's qualifications
 - Resumes of key staff, funding timeline adherence

- 5.1.2. Price: The selection procedure for this RFP requires that technical evaluations be completed before price proposals are opened and submitted to the Evaluation Committee. Each proposer must submit one PDF electronic copy on flash drive of the price proposal, using the form provided herein.

- 5.1.3. The Proposer shall submit proposal package by 1:00 PM on August 4, 2025, to:

Land of Sky Regional Council
Attn: OAHMP
339 Leicester Hwy #140
Asheville, NC 28806

6. BASIS OF AWARD

Award(s) will be made to responsible proposer whose proposal is determined to be most advantageous to Land of Sky, the grant and clients.

REQUEST FOR PROPOSAL

Older Adult Home Modification Program

Price Proposal

TO: Land of Sky Regional Council
Attn: OAHMP
339 Leicester Hwy #140
Asheville, NC 28806

FROM: _____

Pursuant to your request inviting proposals to be received until 1:00 P.M. EST on August 4, 2025, the undersigned hereby submit the following Price Proposal.

Discipline / Staff Name	Hourly Rate	Est. hours	Extended price
Ex. Sr Researcher / Smith	\$45.00	20	\$900.00
Ex. Clerical / Johnson	\$15.00	15	\$225.00
TOTAL			

TOTAL PRICE WRITTEN IN WORDS (if no cents, write no cents)

Milestone payments shall be invoiced at the hourly rates shown above. Total project payments shall not exceed the Total sum written above.

Attachment PP - 1

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK OUR WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN POSTED PRIOR TO THE DUE DATE OF THIS SOLICITATION. BE SURE TO ACKNOWLEDGE THIS INFORMATION ON THE TABLE BELOW. FAILURE TO DO SO MAY CAUSE YOUR SUBMITTAL TO BE NON RESPONSIVE.

Addendum No.	Date of Addendum	Acknowledgement/Initials

_____ Check here if there are no Addenda.

****I certify that the insurance requirements herein have been reviewed and will be complied with if awarded a contract as a result of this solicitation.**

Acknowledgement/Initials _____

PROPOSAL SUBMITTED BY:

_____ ENTITY
NAME Authorized Representative/Title (Signature)

_____ Address
Authorized Representative/Title (Print/Type)

_____ City, State, Zip

_____ Telephone
Number E-mail Address

_____ Fax Number
Date

All proposers must be in good standing with Land of Sky, North Carolina.

Attachment PP - 2
ATTACHMENT A

PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) and the duly authorized representative of (name of business)

_____ and that I possess the legal authority to
make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned proposer hereby certifies and agrees that the following information is correct:

In preparing its proposal on this project, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination by definition. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin,

sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the proposal submitted by the proposer on this project, and terminate any contract awarded based on the proposal. As part of its proposal, the proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Proposer agrees to comply in all respects with the State's Commercial Nondiscrimination Policy.

.Attachment A - 1

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of the State of North Carolina, which requires that every business that enters into contracts, leases, or other agreements with the State of North Carolina or its agencies during a calendar and/or fiscal year under which the business is to receive in the aggregate of \$100,000 or more shall, within 30 days or an appropriate time there within, of the time when the aggregate value of the contracts, leases, or other agreements there lies within reaches \$100,000 with the Secretary of State of North Carolina certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of and acknowledge the above business(es) will comply with the provisions by law which requires that who enters into a single contract be it with or without the State of North Carolina, including its agencies or a political subdivision of the State, under which the person/entity complies with the requested code by the State of North Carolina only if required by the State.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one) ____ North Carolina (domestic) corporation
____ foreign (non-North Carolina)
corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of North Carolina, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the North Carolina State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of North Carolina and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of North Carolina prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona-fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona-fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Procurement Agent and that nothing in this Affidavit or in any contract arising from this proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: By _____ (Authorized
Representative and Affiant)

Federal Employer Identification Number (FEIN):

Attachment A - 4 References

Firm Name _____ Attachment B

Company Name:	
Street Address:	

City, State, ZIP:	
Contact Name:	
Contact Email:	
Contact Phone:	

Company Name:	
Street Address:	
City, State, ZIP:	
Contact Name:	
Contact Email:	
Contact Phone:	

Company Name:	
Street Address:	
City, State, ZIP:	
Contact Name:	
Contact Email:	

Contact Phone:	
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Attachment B-1

Land of Sky Regional Council Award Notice

Type of Award: <input type="checkbox"/> Sub-Award <input checked="" type="checkbox"/> Purchase of Goods & Service	Contract No: <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification
LICENSED OT CONSULTANT	Land of Sky Regional Council
LICENSED OT CONSULTANT ADDRESS ADDRESS	Land of Sky Regional Council 339 New Leicester Hwy, Suite 140 Asheville, NC 28806
1. TIN/EIN:	Source of Funding: Prime Sponsor: Cares-UNC School of Social Work Federal Aid Number: CFDA: Federal Provisions Applicable: <u>NO</u> <i>[if marked, Federal Funds clause is included in compliance with 2 CFR Part 200]</i>
2. DUNS:	
3. Proposal/Project Title: HUD Older Adults Home Modification Program (OAHMP)	
Congressional Districts: Awardee: NC 11 Awardee Performance Area: NC 11	4. Funding Information/Period of Performance:
	a. Amount Funded this Action: XXXX
	b. Amount Cost Share: NA
	c. Total Funds: XXXX
	d. Start Date: xx/xx/xxxx
	e. End Date: xx/xx/xxxx
<i>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</i>	
Signature: _____ Finance Officer: Mike Blount	Date: _____

Awardee	Land of Sky Regional Council
Principal Contact: Name: X Phone: Email:	LOSRC Department Director: Name: Erica Anderson Phone: 828.251.7442 Email: erica@landofsky.org Initial:
Principal Contact: Name: Phone: Email:	LOSRC Financial Officer: Name: Mike Blount Phone: 828.251.6622 Email: mike@landofsky.org
Send Payment to: NAME ADDRESS ADDRESS	Send Invoices to: Accounts Payable Land of Sky Regional Council 339 New Leicester Hwy, Suite 140 Asheville, NC 28806
<p>The undersigned hereby certifies further that:</p> <ul style="list-style-type: none"> ▪ He or she is a duly authorized representative of the Entity named herein; ▪ He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Entity; and ▪ He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony 	
Awardee Signature: _____ Name: Title: Date: _____	Land of Sky Regional Council Signature: _____ Name: Nathan Ramsey Title: Executive Director Date: _____



Professional Services Contract

THIS AGREEMENT, made XX, by and between Land of Sky Regional Council, hereinafter called the "Council", and XXXX, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Council on April 17, 1972; and

WHEREAS, the Council has been awarded funding from Dogwood Health Trust to conduct the Unrestricted Home Modification and Repair Program; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Personnel and Scope of Work

The Council hereby agrees to engage with the Consultant and both named entities agree to perform in a satisfactory and proper manner the work as described in the "Scope of Work" in Exhibit A.

2. Length of Contract

The Council and Consultant shall ensure that all services required herein shall be undertaken and completed in such sequence as to assure expeditious completion of the purposes of this Contract within the timeframe established in Box 4 of the Cover Page.

3. Compensation and Method of Payment

The Council agrees to reimburse the Consultant for work completed under the program on upon submission of invoices with required supporting documentation on a quarterly basis.

4. Termination/Modifications

The Council or Consultant may terminate the contract by giving a thirty-day written notice to the other entity (via email). Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other through a formal contract amendment.

5. Assignment of Interests

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Council or unless specifically contained in the Scope of Services attached hereto.

6. Changes

The Consultant may request changes in the scope of work or services to be performed hereunder. Such changes, including any increases or decreases in compensation, which are mutually agreed upon by and between the Consultant and Council, shall be incorporated as written amendments to this Agreement.

7. Records

The Consultant and Council agree to keep financial records and other applicable records for this project available during the contract period.

8. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina. The Consultant shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal and local governments which may in any manner affect the performance of this Agreement.

9. Indemnification

To the extent allowed by law, the Council agrees to indemnify, hold harmless and defend the Consultant as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Council or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

To the extent allowed by law, the Consultant agrees to indemnify, hold harmless and defend the Council as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Consultant or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

10. Nondiscrimination Clause

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.

11. Age Discrimination Act of 1975, as amended

No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

12. Section 504, Rehabilitation Act of 1973, as amended

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

13. E-Verify Provision

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Council, and the Council's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

14. Attachments

The following attachments are made a part of this agreement by this reference:

- a. Exhibit A: Scope of Work

Exhibit A: Scope of Work

- Complete home assessments and final home/client reviews for home modifications completed under HUD OAHMP.