



**Request for Proposals # #274-HN-2022-3**

**Title: FY 2023-2024 Community Enhancement Grant**

**Issue Date: Monday, November 21, 2022**

**Due Date: Tuesday, January 10, 2023 no later than  
3:00pm EST**

**\*LATE PROPOSALS WILL NOT BE ACCEPTED\***

**Issuing Department: Housing & Neighborhoods**

**Direct all inquiries concerning this RFP to:**  
Jacqueline Jordan  
Sr. Community Development Planner/Analyst

Email: [jacqueline.jordan@raleighnc.gov](mailto:jacqueline.jordan@raleighnc.gov)

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# 1 INTRODUCTION

## 1.1 Purpose

The City of Raleigh (COR) announces the availability of Community Enhancement Grant funds for Fiscal Year 2023-24. Funds are awarded through this competitive Request for Proposals (RFP) process. This grant program is designed to support public services that improve neighborhoods or innovative services that serve low- and moderate-income persons and neighborhoods.

A detailed scope of services is provided in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina Interactive Purchasing System (IPS) at: <https://www.ips.state.nc.us/IPS/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
<i>Jacqueline Jordan</i> <i>Sr. Community Development</i> <i>Planner/Analyst</i>	<a href="mailto:jacqueline.jordan@raleighnc.gov">jacqueline.jordan@raleighnc.gov</a>

Questions submitted via telephone will not be answered.

## 1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21<sup>st</sup> Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh’s existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21<sup>st</sup> Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

The Community Enhancement Grant program is funded with federal Community Development Block Grant (CDBG) funds. The primary objective of the federal CDBG program is to develop viable communities by providing decent housing, suitable living environments, and economic development opportunities, principally to low- and moderate-income residents. Goals and objectives for the City’s CDBG, HOME, and ESG programs are described in Raleigh’s Five-Year 2021—2025 Consolidated Plan.

The City’s current 2021--2025 Consolidated Plan can be viewed here:  
<https://raleighnc.gov/ConsolidatedPlan>

Applicants are encouraged to read the RFP and the Application thoroughly before completing and submitting to be sure all requirements are met.

**1.3 Request for Proposal (RFP) Timeline**

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

RFP Process	Date and Time
RFP Advertisement Date	Monday, November 21, 2022
Pre-Proposal Conference (Required)	Tuesday, December 6, 2022 (10am-12pm EST) or Thursday, December 8, 2022 (10am-12pm EST)
Deadline for Written Questions	Thursday, December 15, 2022
City Response to Questions (anticipated)	Tuesday, December 20, 2022
<b>Proposal Due Date and Time</b>	Tuesday, January 10, 2023 (3:00pm EST)
Selection Announced (tentative)	March 2023

**1.4 Pre-Proposal Conference**

Attendance at **one workshop** is a prerequisite for prospective applicants to be considered for funding. A summary of all questions and answers from the workshop will be posted as an addendum to the RFQ.

Mandatory Virtual Pre-Proposal Workshops

- Tuesday, December 6, 2022: 10:00am - 12:00 pm EST
- Thursday, December 8, 2022: 10:00am – 12:00pm EST

Details on the Mandatory Virtual Preproposal Workshop will be posted on the City’s website (<https://raleighnc.gov/grants-funding-and-relief/community-enhancement-grant-program>) by December 1 or can be obtained by emailing Jacqueline Jordan at [jacqueline.jordan@raleighnc.gov](mailto:jacqueline.jordan@raleighnc.gov).

**1.5 Proposal Questions**

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquires. The firm’s failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm’s acceptance of all City’s terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina Interactive Purchasing System (IPS). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

**It is important that all Respondents submitting to this RFP periodically check the North Carolina Interactive Purchasing System (IPS) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.**

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Jacqueline Jordan Sr. Community Development Planner/Analyst	<a href="mailto:jacqueline.jordan@raleighnc.gov">jacqueline.jordan@raleighnc.gov</a>

Questions submitted via telephone will not be answered.

**1.6 Proposal Submission Requirements and Contact Information**

Proposals must follow the format as defined in Section 2 (PROPOSALS), and be addressed and submitted as follows:

<b><u>DELIVERED BY US POSTAL SERVICE MAIL:</u></b>	<b><u>DELIVERED BY OTHER DEIVERY SERVICES:</u></b>
City of Raleigh ATTN: Jacqueline Jordan PO Box 590 Raleigh, NC 27602  RFP #274-HN-2022-3 FY 2023-2024 Community Enhancement Grant	City of Raleigh ATTN: Jacqueline Jordan 421 Fayetteville St, 12th Floor Suite 1200 Raleigh, NC 27601  RFP #274-HN-2022-3 FY 2023-2024 Community Enhancement Grant

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the *RFP number* and the *RFP Title*.

Proposers must submit:

- A. one (1) signed original; and
- B. one (1) electronic version of the signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure

the City's proper receipt of the package by the time specified in the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

### **1.7 MWBE Participation Form**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your proposal.

### **1.8 Rights to Submitted Material**

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. ***Any proprietary data must be clearly marked.*** In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals marked entirely as "confidential", "proprietary", or "trade secret" will be considered non-responsive and will be removed from the evaluation process.

### **1.9 Communications**

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm's proposal being removed from consideration.

### **1.10 Lobbying**

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

### **1.11 Conflicts of Interest**

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of

the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) 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 except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

### **1.12 Proposer Expenses**

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

### **1.13 Proposer Acceptance**

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

## **2 PROPOSALS**

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

### **2.1 Request for Proposals Required Document Format**

Proposal responses shall be organized in the following manner, using tabs to separate each section, listed sequentially as follows:

- One printed application in the required format provided with original signatures (handwritten applications will not be accepted);
- One printed budget in the required format provided; and
- One printed copy of all required supporting documentation (e.g., audit, fiscal reports, Board members, Board minutes, etc.).

A flash-drive containing all documents, clearly labeled, in the required electronic formats must accompany the hard copy.

To receive electronic copies of the application and budget worksheet in the required formats and the scorecard, email Jacqueline Jordan at [jacqueline.jordan@raleighnc.gov](mailto:jacqueline.jordan@raleighnc.gov).

All applications are due in the Community and Economic Development office by 3:00 PM on Monday, January 10, 2023. Applications must be received in Community and Economic Development Division offices by this time and date. Applications postmarked on the due date, but not received by this date and time will be considered late and will not be reviewed.

### **2.2 RFP Documents**

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.



### 3 PROPOSAL EVALUATION

#### 3.1 Proposal Evaluation Criteria

This is not a bid. There will not be a public bid opening. Proposals will be evaluated based on, but not necessarily limited the criteria listed below. Agencies requesting an application will be sent a copy of the scorecard.

##### CDBG and Target Clientele Eligibility

##### **32 points of the application – 32% of the Score**

CDBG Eligibility Criteria	16 points
Target Clientele Eligibility Criteria	16 points

##### Program/Project Delivery and Budget

##### **68 points of the application – 68% of the Score**

Program/Project Delivery	48 points
Program/Project Proposed Budget and Funding Sources	20 points

#### 3.2 Threshold Requirements

The following criteria are minimum thresholds for consideration of an application. Applications must meet these basic criteria to be considered for further evaluation. If the City determines that an application does not meet one or more of the criteria listed below, it will not be reviewed.

##### Project Proposal Requirements

- a) Proposed project must meet the CDBG national objective of benefiting low- to moderate income persons, households, or areas [see 24 CFR 570.200(a)(2) and 570.201(e)]
- b) Applicant must submit their Section 501(c)(3) tax-exempt designation from the Internal Revenue Service.
- c) If an applicant is delinquent on the repayment of a City loan, is currently in default on a City mortgage, or is delinquent in any required reporting or monitoring activities, the proposal will not be reviewed unless the delinquent items are corrected.
- d) Applicants who have received funds in the past must be in good standing with the City's Community and Economic Development Division and any current project must be progressing in accordance with the schedule developed for that project.
- e) Applicant must submit the agency's most recent financial statements and agency budget. If an agency is requesting more than \$25,000, an audit is required.
- f) Applicant cannot be awarded funding in more than two City grant categories.
- g) Applicant can receive a maximum of two continuous years of funding from this grant program.

##### Applicant Requirements

- a) Must have an adequate financial management system in place to maintain effective control and accountability over all funds, property, and other assets covered by this proposal.
- b) Must be able to produce sufficient backup documentation for costs of the project and files for review and audit.
- c) Must have adequate internal management procedures and separation of duties to prevent fraud and abuse.
- d) Must not have no outstanding audit deficiencies, findings, or disallowed costs from previous projects or activities.
- e) Must have a Board of Directors that meets on a regular basis (monthly preferred).

- f) Request must not exceed 50% of the total project budget.
- g) Request must not exceed 25% of the agency's total actual operating expenses for fiscal year 2021-2022.

### **3.3 Final Selection**

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 3.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation.

After which negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

### **3.4 Notice to Proposers Regarding RFP Terms and Conditions**

It shall be the Proposer's responsibility to read the Instructions, the City's Standard Contract Terms and Conditions (Appendix V), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

### **3.5 Contract Term**

The contract awarded from this RFP shall have a term of one year and be effective upon the date of the City's signature (the "Effective Date").

### **3.6 Federal Funding Requirements**

The services and materials to be provided under this contract will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this contract. The most recent of such Federal requirements, including any amendments made after the execution of this contract shall govern this contract, unless the Federal Government determines otherwise. The Federal provisions and requirements identified in Appendix VI (Federal Provisions and Requirements) may be applicable to this contract. The awarded contractor is responsible for complying with all applicable provisions and requirements.

## **4 SCOPE OF SERVICES**

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

### **ELIGIBLE USES**

This program supports public services for persons who are low- or moderate-income (with household income less than 80 percent of area median income (AMI)). Recipients of funds must ensure and document that at least 51% of the persons served are low or moderate income. (See Appendix III: Income Verification.)

Examples of eligible activities include, but are not limited to:

- Assisting households successfully exit homelessness
- Assisting ex-offenders reintegrate into civil society
- Job training
- Youth tutoring/gang prevention
- Substance abuse prevention/treatment
- Counseling
- Childcare
- Services for older adults

Please note that purchase of small electronics such as computers, pads/tablets, telephones, and accessories is not an eligible cost for the Community Enhancement Grant.

If you have a question about whether an activity qualifies for funding, please contact Jacqueline Jordan at [jacqueline.jordan@raleighnc.gov](mailto:jacqueline.jordan@raleighnc.gov).

### INELIGIBLE USES

The following are not eligible to be funded through the Community Enhancement Grant:

- General administrative support/general agency operations
- Housing construction
- Public services for persons with incomes greater than 80% of area median income (AMI)

### FUNDING PRIORITY POPULATIONS

- Projects that serve:
  - Persons who are experiencing or exiting homelessness
  - Extremely low-income persons (incomes at or below 30% AMI)
  - Low-income youth
  - Persons who are disabled
  - Victims of domestic violence
  - Persons living with HIV/AIDS
  - Seniors
- New projects that address demonstrated gaps in services for low- and moderate-income persons

### FUNDS AVAILABLE

Total funding for the Community Enhancement Program will be approximately \$200,000. To be eligible, applications must request at least \$20,000 but no more than \$60,000. Applications requesting less than \$20,000 or more than \$60,000 will be rejected by the Review Committee and will not be reviewed. In keeping with City of Raleigh policy, all applications requesting amounts exceeding \$25,000 MUST include audited financial statements in the application packet to be considered by the Review Committee.

Federal funds require a level of documentation that agencies must demonstrate the ability to implement prior to receiving an award. The preferred documentation is a formal, written Policies & Procedures Manual for the program for which funds are being requested. The Policies & Procedures Manual will be an important exhibit considered by the Review Committee when scoring applications.

## APPLICATION DEADLINE AND SCHEDULE

Completed applications are due to Community and Small Business Development Tuesday, January 10, 2023, by 3:00pm.

The Review Committee will score proposals from eligible organizations that meet the threshold requirements. Recommendations based on those scores will be submitted to City Council for approval.

Recommendations will be included in the City of Raleigh's Annual Action Plan (2023-24) for approval by Raleigh City Council at a regular City Council meeting in the April—June 2022 time-period.

**APPENDIX I - CITY OF RALEIGH HOUSING AND NEIGHBORHOODS DEPARTMENT  
FY2023-2024 COMMUNITY ENHANCEMENT GRANT PROGRAM APPLICATION**

Some sections of this application limit the number of characters allowed in the response to encourage concise, clear, specific responses. Only the number of words indicated will be read when reviewed.

**SECTION 1: APPLICANT INFORMATION**

(NO POINTS ASSIGNED TO THIS SECTION OF THE APPLICATION)

Full Legal Name of Organization (As registered with the <a href="#">Secretary of State</a> ). <i>(Respond in space below)</i>
Organization is Also Known As (AKA) or Doing Business As (DBA) <input type="checkbox"/> N/A <i>(Select N/A or respond in space below)</i>
Number of Years Organization has been a 501c3 <i>(Respond in space below)</i>
Services Provided by the Organization <i>(Respond in space below)</i>
Number of Years Services Have Been Provided by the Organization <i>(Respond in space below)</i>
Name Program/Project to Be Funded <i>(Respond in space below)</i>
Federal Tax Identification Number <i>(Respond in space below)</i>
Unique Entity Identifier Number (UEI #) <i>(Respond in space below)</i>
Street Address (include City and Zip Code) for the Headquarters/Administrative Office Location <i>(Respond in space below)</i>
Mailing Address (if different from above) for the Headquarters/Administrative Office Location <i>(Respond in space below)</i>

Program/Project Address (if different from above) <i>(Respond in space below)</i>
Organization Contact Number <i>(Respond in space below)</i>
Organization's Mission Statement <i>(Respond in space below)</i>
Organization's Website <i>(Respond in space below)</i>
Organization's Social Media Links <i>(Respond in space below)</i>
Application Contact Person (Name + Title) <i>(Respond in space below)</i>
Application Contact Person's Email Address <i>(Respond in space below)</i>
Application Contact Person's Contact Number <i>(Respond in space below)</i>
Program/Project Contact Person (Name + Title) <i>(Respond in space below)</i>
Program/Project Person's Email Address <i>(Respond in space below)</i>
Program/Project Person's Contact Number <i>(Respond in space below)</i>
Indicate if the organization is <b>one or more</b> of the following listed below:
<input type="checkbox"/> Minority-owned or –controlled (at least 51%) Business Enterprise (MBE)
<input type="checkbox"/> Women-owned or –controlled (at least 51%) Business Enterprise (WBE)
<input type="checkbox"/> Community Housing Development Organization (CHDO)
<input type="checkbox"/> None of the above listed are applicable

**FUNDING REQUESTED**

Total Amount Requested from the City of Raleigh (minimum=\$20,000; maximum=\$60,000). Round off to the nearest dollar amount (increments of \$1,000 preferred). *(Respond in space below)*

Provide the Estimated Total Project Budget Amount *(Respond in space below)*

What percentage of funding of the Total Project Budget is being requested by the City of Raleigh? (Must be less than 50% of the Total Project Budget) *(Respond in space below)*

Provide the Organization's Current Operating Budget Amount *(Respond in space below)*

What percentage of funding of the Organization's Current Operating Budget is being requested by the City of Raleigh? (Must be less than 25% of the Organization's Current Operating Budget) *(Respond in space below)*

**ORGANIZATIONAL FINANCIAL QUESTIONS**

Does your organization have any unresolved HUD or other federal agency findings at the time of application submission?

Yes No N/A

If yes, provide details about the findings and include any information that may indicate a pending resolution.

*(Respond in space below)*

Has your organization experienced any HUD or other federal agency findings (resolved or unresolved) in the past 5 years?

Yes No N/A

If yes, provide details about the findings and include any information about the resolution.

*(Respond in space below)*

Has your organization ever had to return funds to HUD or any other federal, state, or local agency?

Yes No N/A

If yes, indicate the unit of government, how much was returned, and the reason for returning funds.

*(Respond in space below)*





## **SECTION 2: PROGRAM/PROJECT OVERVIEW**

(NO POINTS ASSIGNED TO THIS SECTION OF THE APPLICATION)

Provide a brief high-level overview of the program/project for which you seek funding for. This should be essentially an elevator speech about the program/project and include the program/project goal, the statement of work to be performed, clientele served, expected outcomes, and what expenses this grant will fund. *(Respond in space below - 750 CHARACTER LIMIT)*

## **SECTION 3: PROGRAM/PROJECT CDBG ELIGIBILITY AND CONSOLIDATED PLAN PRIORITY**

(32 POINTS ASSIGNED TO THIS SECTION OF THE APPLICATION)

### **CDBG – NATIONAL OBJECTIVE CRITERIA**

(16 points – 16% of the Total Score)

To be eligible for Community Enhancement Grant awards, project activities must meet one of the HUD CDBG National Objectives as listed in [24 CFR 570.200\(a\)\(2\)](#) and [570.208 \(a\)\(1\)](#) and [570.208 \(a\)\(2\)](#).

#### **CHECK ONLY ONE OF THE OPTIONS LISTED BELOW**

- (i) Limited Clientele: At least 51% of persons served will have household income less than 80 % AMI.
- (ii) Limited Clientele: Persons are presumed to be low-income because the program will serve exclusively only members of at least one of the following populations: homeless persons, abused children, victims of domestic violence, elderly persons, severely disabled adults, persons living with HIV/AIDS, migrant farm workers, persons who are illiterate.
- (iii) Area Benefit: The project will benefit all residents in an area where at least 51% of households have household income less than 80 % AMI (see Appendix II of the RFP).

**A.** Please explain your selection above (i, ii, or iii) and include details pertaining to any barriers/gaps the program/project will address. (12 points)

If (iii) Area Benefit selected, describe which HUD qualified low-income census tract(s) the program/project will serve and attach a map showing its boundaries. Project must be available for use by all people within that area. Explain how you will ensure clients are from the targeted area.

*You may want to reference your organization or project's written "Policies & Procedures Manual" as you develop your responses. (Respond in space below - 1500 CHARACTER LIMIT)*

**B.** Please explain how you will collect the HUD-required data (individuals served, race/ethnicity, income levels) from potential clients before they receive services (i.e., intake services). (4 points)

*You may want to reference your organization or project's written "Policies & Procedures Manual" as you develop your responses. (Respond in space below - 1500 CHARACTER LIMIT)*

**TARGETED CLIENTELE – ELIGIBILITY CRITERIA**

(16 points – 16% of the Total Score)

**A.** Briefly describe your project's targeted clientele. Include information about the primary needs and number of potential clients. (4 points)

*You may want to reference your organization or project's written "Policies & Procedures Manual" as you develop your responses. (Respond in space below - 1500 CHARACTER LIMIT)*

**B.** Select the following priority population(s) you will serve. (4 points)

*(Click ALL that apply below)*

- Person who are experiencing or exiting homelessness
- Extremely low-income persons (incomes at or below 30% AMI)
- Low-income youth
- Persons who are disabled
- Victims of domestic violence
- Persons living with HIV/AIDS
- Seniors
- New projects that address demonstrated gaps in services for low- and moderate-income persons

**C.** Describe the specific process followed to verify income eligibility. (8 points)

*You may want to reference your organization or project's written "Policies & Procedures Manual" as you develop your responses. (Respond in space below - 1500 CHARACTER LIMIT)*

Select one of the statements below.

- This is a newly formed program/project.
- Funding for would allow for expansion of this program/project.

**\*\*\*Required Responses\*\*\***

(NO POINTS ASSIGNED)

**Targeted Clientele – Income Limits**

Use the HUD 2022 Income Limits below to complete the table. List the numbers of clients (not percentages) in each category listed.

Please Note:

- Current income limits are listed below.
- Eligible clientele is required to have household incomes less than 80 percent AMI.

Indicate the number of Persons or Households Served by Income Group

**By Person Count**    or     **By Household Count**

Year Served	<30% of median	31–50% of median	51-80% of median	Total
Last/Previous Year (# served) <input type="checkbox"/> <b>N/A (Newly formed)</b>				
Current Year (# served at the time of application)				
Next Year (Projected/anticipated # to be served)				

**HUD 2022 Income Limits**

Percentage of Area Median Income (AMI)	Family Size							
	1	2	3	4	5	6	7	8
100%	\$74,937.50	\$85,625	\$96,312.50	\$107,000	\$115,562.50	\$124,125	\$132,687.50	\$141,250
Low - 80%	\$59,950	\$68,500	\$77,050	\$85,600	\$92,450	\$99,300	\$106,150	\$113,000
Very Low - 50%	\$37,450	\$42,800	\$48,150	\$53,500	\$57,800	\$62,100	\$66,350	\$70,650
Extremely Low - 30%	\$22,500	\$25,700	\$28,900	\$32,100	\$34,700	\$37,250	\$41,910	\$46,630

[FY 2022 Income Limits Documentation System -- Summary for Wake County, North Carolina \(huduser.gov\)](https://www.huduser.gov)

**SECTION 4: PROGRAM/PROJECT DELIVERY AND BUDGET**

(64 POINTS ASSIGNED TO THIS SECTION OF THE APPLICATION)

<b>PROGRAM/PROJECT DELIVERY</b> <b>(48 points assigned - 48% of the Total Score)</b>	
<b>EXPLAIN EACH QUESTION THOROUGHLY</b>	
<p><b>A.</b> Which priority objective of the <a href="#">2021-2025 Consolidated Plan</a> does the project address? (12 points)</p> <ul style="list-style-type: none"> <li>1) Increase the supply of affordable housing</li> <li>2) Enhance the homeless to housing continuum</li> <li>3) Increase Services to build self-sufficiency and sustainability</li> </ul> <p><i>(Respond in space below - 1500 CHARACTER LIMIT)</i></p>	
<p><b>B.</b> How does the CEG specific project fit into your organization’s mission? (4 points)</p> <p><i>(Respond in space below - 1500 CHARACTER LIMIT)</i></p>	
<p><b>C.</b> Describe the CEG specific service activity your organization will provide and include the need it will address along with the benefit to the community. (8 points)</p> <p><i>(Respond in space below - 1500 CHARACTER LIMIT)</i></p>	
<p><b>D.</b> Describe the CEG specific project’s scope of work. Please include the staff/positions involved with carrying out specific tasks and the years of experience the staff/position has with each task. (12 points)</p> <p><i>(Respond in space below - 1500 CHARACTER LIMIT)</i></p>	

E. Describe the CDBG-CEG specific goal, expected outcomes, and evaluation method. (12 points)  
*(Respond in space below - 1500 CHARACTER LIMIT)*

**COMMUNITY INPUT (FOR NEIGHBORHOOD-BASED PROJECTS ONLY)**  
**(No points assigned)**

**EXPLAIN EACH QUESTION THOROUGHLY**

A. Describe how your organization has involved the community/neighborhood in the development of your project. List the presentations you have made about the proposed project to community organizations and area residents.  
*(Respond in space below - 1500 CHARACTER LIMIT)*

B. Include date and attendance for each presentation. Provide documentation of feedback as an attachment.  
*(Respond in space below - 1500 CHARACTER LIMIT)*

**PROGRAM/PROJECT PROPOSED BUDGET AND FUNDING SOURCES**  
**(20 points assigned – 20% of the Total Score)**

**PLEASE NOTE:** An Excel spreadsheet has been created for this section of the application. The Excel spreadsheet is a separate attachment and must be used for the program/project budget. **No other format will be accepted, and an incomplete budget could result in your application being rejected.**

Complete the program / project budget (Tab 1 in Excel file) to show all costs, including administrative costs, and all revenue sources to operate the program / project for the fiscal year: July 1, 2023—June 30, 2024. Itemize costs within the three general categories: 1) staff costs, 2) program/project costs, and 3) administrative costs. Insert rows as needed. In Column F, indicate the specific expenditures City funds are expected to cover. If Community Enhancement funds are to be used for equipment purchase, explain your bidding process or procurement procedures on a separate page, including plans to include minority businesses. The Community Enhancement request must be no more than 50% of the overall program/project budget and no more than 25% of the organization's total operating budget. An organization can request between \$20,000-\$60,000.

In Tab 2, show how all costs are calculated. Only include the costs to operate this specific program / project. Be sure to include all known costs and the expected sources of funds. Costs of directly providing the service to clients are eligible; general operating costs are not. These ineligible costs include but are not limited to management salaries, office rent, utilities, insurance, agency office supplies, grant writing fees, telephone, postage, etc. However, show administrative costs necessary to the program / project in Tab 1 and show how

the costs are calculated in Tab 2.

**BUDGET SENSISIBILITY (12 POINTS ASSIGNED)**

A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely and the line items/cost calculations should align with the application responses.

**FUNDING SOURCES (8 POINTS ASSIGNED)**

Provide ALL funding sources: Local Government, County Government, State Government, Federal Government, Private Entities, Foundations, Other. Documentation confirming funding must be included.

<b>Funding Source(s)</b>	<b>Name of Funding Source</b>	<b>Funding Amount</b> <small>(At the time of application submission)</small>
<input type="checkbox"/> Local Government <b>Select from below</b> <input type="checkbox"/> Awarded <input type="checkbox"/> Applied For/Documentation Attached <input type="checkbox"/> First Time Receiving Funds		
<input type="checkbox"/> County Government <b>Select from below</b> <input type="checkbox"/> Awarded <input type="checkbox"/> Applied For/Documentation Attached <input type="checkbox"/> First Time Receiving Funds		
<input type="checkbox"/> State Government <b>Select from below</b> <input type="checkbox"/> Awarded <input type="checkbox"/> Applied For/Documentation Attached <input type="checkbox"/> First Time Receiving Funds		
<input type="checkbox"/> Federal Government <b>Select from below</b> <input type="checkbox"/> Awarded <input type="checkbox"/> Applied For/Documentation Attached <input type="checkbox"/> First Time Receiving Funds		
<input type="checkbox"/> Private Entity(ies) <b>Select from below</b> <input type="checkbox"/> Awarded <input type="checkbox"/> Applied For/Documentation Attached <input type="checkbox"/> First Time Receiving Funds		

<input type="checkbox"/> Foundation(s) <b>Select from below</b> <input type="checkbox"/> Awarded <input type="checkbox"/> Applied For/Documentation Attached <input type="checkbox"/> First Time Receiving Funds		
<input type="checkbox"/> Other-Specify <b>Select from below</b> <input type="checkbox"/> Awarded <input type="checkbox"/> Applied For/Documentation Attached <input type="checkbox"/> First Time Receiving Funds		
<input type="checkbox"/> Other-Specify <b>Select from below</b> <input type="checkbox"/> Awarded <input type="checkbox"/> Applied For/Documentation Attached <input type="checkbox"/> First Time Receiving Funds		
	<b>TOTAL AMOUNT</b>	

# CITY OF RALEIGH COMMUNITY ENHANCEMENT GRANT APPLICATION CHECKLIST

Applicants must provide a SIGNED ORIGINAL PLUS ONE ELECTRONIC COPY (in PDF; signed scan in PDF) of the application. Applications that are incomplete or submitted after the deadline will not be reviewed.

Provide one copy of each of the following attachments in the format indicated and with identifying information including the organization's name. All supporting documentation should be clearly labeled (e.g., 3 – Organization's Name – FY2022 990).

#	Application Elements	Electronic format	Attached? Yes <input checked="" type="checkbox"/>
1	Current year's annual/operating budget	PDF	Yes <input type="checkbox"/>
2	Most recent financial statements (should be no more than 2 years old) (Audited financial statements required the request is \$25,000 or more)	PDF	Yes <input type="checkbox"/>
3	Most recent IRS tax form 990(EZ)	PDF	Yes <input type="checkbox"/>
4	Program/Project budget is complete including cost information	Excel-REQUIRED	Yes <input type="checkbox"/>
5	IRS 501(c)(3) tax determination letter	PDF	Yes <input type="checkbox"/>
6	Articles of Incorporation and By-Laws	PDF	Yes <input type="checkbox"/>
7	Organizational chart with key personnel and their titles	PDF	Yes <input type="checkbox"/>
8	Documentation verifying SAM.gov registration (printed screen shot with organization information is acceptable)	PDF	Yes <input type="checkbox"/>
9	List of current Board of Directors, with contact information such as email addresses and best contact number, terms, and Board roles	PDF	Yes <input type="checkbox"/>
10	Board minutes documenting Board authorization for this application	PDF	Yes <input type="checkbox"/>
11	Letters of support from collaborating organizations, if applicable	PDF	Yes <input type="checkbox"/>
12	Map showing location of project activities or project site, if applicable	PDF	
13	Credentials such as a resume included for staff responsible for carrying out the project tasks (example: Project Manager)	PDF	Yes <input type="checkbox"/>
14	Program/Project Policies & Procedures Manual	PDF	Yes <input type="checkbox"/>
15	Conflict of Interest Policy (include who must read/sign the policy)	PDF	Yes <input type="checkbox"/>
16	Application is complete, signed, and dated	PDF-REQUIRED	Yes <input type="checkbox"/>

You may be asked to provide additional information including, but not limited to zoning verification, personnel policy, job descriptions, ADA policy, purchasing policy, and fund balance. **Incomplete applications and applications received after the deadline will not be reviewed. The City of Raleigh reserves the right to reject any and all proposals.**

## Authorization and Signatures

By placing our signatures below, we hereby certify and confirm that this application provides an accurate and true statement regarding the purpose and obligation of our organization. We further certify and confirm that we have read, reviewed and understand all materials.

\_\_\_\_\_  
Executive Director (Please print or type)

\_\_\_\_\_  
Executive Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair (Please print or type)

\_\_\_\_\_  
Board Chair Signature

\_\_\_\_\_  
Date



**APPENDIX II**  
**2022 HUD QUALIFIED CENSUS TRACTS MAP**



**Purple shaded areas represent Wake County's Qualified Census Tracts:**

506.00, 507.00, 508.00, 509.00, 511.01, 511.02, 519.00, 520.01, 520.02, 521.01, 521.02, 523.01, 523.02, 524.04, 524.08, 524.09, 527.04, 535.17, 540.01, 540.08

## **APPENDIX III**

### **INCOME VERIFICATION**

#### **Determining and Documenting Income**

Annual income is the gross amount of income anticipated by all adults in a family during the 12 months following the effective date of the determination.

To calculate annual income, the grantee may choose among three definitions of income, listed below.

- Annual income as defined in accordance with 24 CFR Part 5.609) (formerly called “Section 8”);
- Adjusted gross income as defined for purposes of reporting under IRS Form 1040 (long form) for Federal individual income tax purposes; and
- Annual income as defined for reporting under the Census long form for the most recent available decennial Census.

To determine if program applicants are income-eligible, grantees have several options :

- Obtain evidence that the household/person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of LMI household/person, such as Job Training Partnership Act (JTPA) and welfare programs; or
- Obtain evidence that the assisted person is homeless; or
- Obtain a verifiable certification from the assisted person that his/her family income does not exceed the applicable income limit; or
- Obtain a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be LMI persons based on HUD’s criteria and agrees to maintain documentation supporting these determinations.

Above taken from *Chapter 13: Performance Measurement, Reporting, Recordkeeping, and Monitoring of HUD’s Basically CDBG (July 2012)*.

**Sample Income Verification Form**

Household Information

Household name: \_\_\_\_\_

Household size (total number in household): \_\_\_\_\_

Household members: (list name and monthly amount received)

\_\_\_\_\_

Income Information

Monthly (gross) income (total of all household members): \$\_\_\_\_\_

Income Source: (check all that apply)

Earned Income

Self-Employed

SSI/SSA

Unemployment Benefits

Worker's Comp

Child Support

Retirement/Pension

Other (please specify)

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to (The City of Raleigh, Community and Economic Development).

Signature of Client:

X \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Warning: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

## **APPENDIX IV**

### **City of Raleigh Standard Contract Terms and Conditions**

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal.

The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

**1. Compensation; Time of Payment**

The standard City of Raleigh payment term is NET 30 days from the date of invoice.

For prompt payment, all invoices should be emailed to Accounts Payable at [accountspayable@raleighnc.gov](mailto:accountspayable@raleighnc.gov), or sent by mail to: City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590.

All invoices must include the applicable Purchase Order Number.

Invoices submitted without the correct purchase order number will result in delayed payment.

**2. Workmanship and Quality of Services**

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

**3. Non-discrimination**

To the extent permitted by North Carolina law, the parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

**4. Minority and Women Owned Business Enterprise**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of

fostering, promoting, and conducting business with women and minority owned business enterprises.

5. **Assignment**

This Contract may not be assigned without the express written consent of the City.

6. **Applicable Law**

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

7. **Insurance**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

**Commercial General Liability** – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

**Worker's Compensation & Employers Liability** – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

**Additional Insured** – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

**Certificate of Insurance** – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice

from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590

**Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

**Professional Liability** – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

**8. Indemnity**

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) 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 this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

**9. Intellectual Property**

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City.

Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

**10. Force Majeure**

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, 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 by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

**11. Advertising**

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

**12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions**

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

**13. Cancellation**

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

**14. Laws/Safety Standards**

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:



- a. Accident Prevention  
Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.
- b. Environmental Protection  
Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.
- c. Employee Education and Training  
Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

**15. Applicability of North Carolina Public Records Law**

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

**16. Miscellaneous**

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage. The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

**17. Right to Audit and Access to Records**

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be

appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.

- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

**18. E – Verify**

Contractor shall comply with E-Verify, the federal E-Verify 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 and as in accordance with N.C.G.S. Chapter 64 Article 2. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. Chapter 64 Article 2.

**19. Iran Divestment Act Certification**

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

**20. Companies Boycotting Israel Divestment Act Certification**

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. Chapter 147 Article 6G.

## **APPENDIX V**

### **City of Raleigh Federal Contract Provisions and Requirements**

1. [Access to Records and Record Retainage](#)
2. [Age Discrimination Act of 1975](#)
3. [Americans with Disabilities Act of 1990](#)
4. [Byrd Anti-Lobbying Amendment](#)
5. [Civil Rights Act of 1964 – Title VI](#)
6. [Civil Rights Act of 1968](#)
7. [Clean Water Act](#)
8. [Conflict of Interest Provisions](#)
9. [Contract Work Hours and Safety Standards](#)
10. [Copeland “Anti-Kickback” Act](#)
11. [Davis-Bacon Act](#)
12. [Debarment and Suspension](#)
13. [Domestic Procurement Preference](#)
14. [Drug-Free Workplace Regulations](#)
15. [Education Amendments of 1972](#)
16. [Energy Policy and Conservation Act](#)
17. [Environmental reviews/assessments](#)
18. [Equal Employment Opportunity](#)
19. [Fly America Act of 1974](#)
20. [Hotel and Motel Fire Safety Act of 1990](#)
21. [Limited English Proficiency](#)
22. [Patents and Intellectual Property Rights](#)
23. [Procurement of Recovered Materials](#)
24. [Rehabilitation Act of 1973](#)
25. [Remedies](#)
26. [Rights to Inventions Made Under a Contract or Agreement](#)
27. [Telecommunications Huawei / ZTE Ban](#)
28. [Termination](#)
29. [Terrorist Financing](#)
30. [Trafficking Victims Protection Act of 2000](#)
31. [Universal Identifier and System of Award \(SAM\)](#)
32. [USA Patriot Act of 2001](#)
33. [Whistleblower Protection Act](#)
34. CDBG Requirements

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by City of Raleigh, in addition to contract clauses required by North Carolina law and other applicable federal regulations specific to a federal award, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

1. **Access to Records and Record Retainage.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The City of Raleigh, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
2. **Age Discrimination Act of 1975.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
3. **Americans with Disabilities Act of 1990.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).
4. **Byrd Anti-Lobbying Amendment.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants 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 an 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.
5. **Civil Rights Act of 1964 – Title VI.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. **Civil Rights Act of 1968.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).
7. **Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
8. **Conflict of Interest Provisions.** Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member’s officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** [Where applicable] All contracts awarded by the City in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Copeland “Anti-Kickback” Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti- Kickback” Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.
12. **Debarment and Suspension.** All suppliers, contractors, subcontractors, consultants, and sub- consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
13. **Domestic Procurement Preference.** As appropriate and to the extent consistent with law, the City of Raleigh’s Supplier 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 nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. **Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors,

consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

15. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
16. **Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
17. **Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.
18. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
19. **Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
20. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974,



as amended, 15 U.S.C. § 2225.

21. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
22. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
23. **Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
24. **Rehabilitation Act of 1973.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
25. **Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
26. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the City in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
27. **Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system 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 from the Chinese manufacturers Huawei and ZTE.

28. **Termination.** All contracts shall contain suitable provisions for termination by the City, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City, including the manner by which it will be given legal effect, and the basis for settlement. See [2 CFR Appendix II to Part 200\(B\)](#).
29. **Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
30. **Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
31. **Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
32. **USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
33. **Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
34. CDBG Federal Requirements

#### **24 CFR 570.200(a)(2)**

**Compliance with national objectives.** Grant recipients under the Entitlement and HUD-administered Small Cities programs and recipients of insular area funds under section 106 of the Act must certify that their projected use of funds has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low- and moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the recipient certifies are designed to meet other community development needs having

a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Consistent with the foregoing, each recipient under the Entitlement or HUD-administered Small Cities programs, and each recipient of insular area funds under section 106 of the Act must ensure and maintain evidence that each of its activities assisted with CDBG funds meets one of the three national objectives as contained in its certification. Criteria for determining whether an activity addresses one or more of these objectives are found in [§ 570.208](#).

#### **24 CFR 570.201(e)**

**Public services.** Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under [§ 570.207\(b\)\(4\)](#)), homebuyer downpayment assistance, or recreational needs. If housing counseling, as defined in [24 CFR 5.100](#), is provided, it must be carried out in accordance with [24 CFR 5.111](#). To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan. (An exception to this requirement may be made if HUD determines that any decrease in the level of a service was the result of events not within the control of the unit of general local government.) The amount of CDBG funds used for public services shall not exceed [paragraphs \(e\) \(1\) or \(2\)](#) of this section, as applicable:

(1) The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under [subpart D of this part](#), nonentitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in [§ 570.500\(a\)](#). For entitlement grants under [subpart D of this part](#), nonentitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, compliance is based on limiting the amount of CDBG funds obligated for public service activities in each program year to an amount no greater than 15 percent of the entitlement grant made for that program year plus 15 percent of the program income received during the grantee's immediately preceding program year.

(2) A recipient which obligated more CDBG funds for public services than 15 percent of its grant funded from origin year 1982 or 1983 appropriations (excluding program income and any assistance received under Public Law 98-8), may obligate more CDBG funds than allowable under [paragraph \(e\)\(1\)](#) of this section, so long as the total amount obligated in any program year does not exceed:

(i) For an entitlement grantee, 15% of the program income it received during the preceding program year; plus

(ii) A portion of the grant received for the program year which is the highest of the following amounts:

(A) The amount determined by applying the percentage of the grant it obligated for public services in the 1982 program year against the grant for its current program year;

(B) The amount determined by applying the percentage of the grant it obligated for public services in the 1983 program year against the grant for its current program year;

(C) The amount of funds it obligated for public services in the 1982 program year; or,

(D) The amount of funds it obligated for public services in the 1983 program year.

## APPENDIX VI

### EXCEPTIONS TO THE RFP

**CHECK ONE:**

- NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					

**FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.**

Firm:	Authorized Signature:	Title:
Printed Name of Signer:	Date:	