



**Request for Proposals # 274-11222021CEG**

**Title: Community Enhancement Grant Program  
for Fiscal Year 2022-23**

**Issue Date: Monday, November 22, 2021**

**Due Date: Monday, January 10, 2022 by 3PM ET**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**Issuing Department: Housing & Neighborhoods**

**Direct all inquiries concerning this RFP to:**

Samantha Weintraub  
Community Development Coordinator

Email: [samantha.weintraub@raleighnc.gov](mailto:samantha.weintraub@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 2022-23. 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 5 of this solicitation.

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/>.

## 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	<i>Monday, November 22, 2021</i>
Virtual Pre-Proposal Workshop <b>(Mandatory-must attend one of the workshops)</b>	<i>Wednesday, December 1, 2021, 2-4PM or Friday, December 3, 2021, 2-4PM</i>
Deadline for written questions	<i>Friday, December 10, 2021, 4PM</i>
City Response to questions (anticipated)	<i>Friday, December 17, 2021, 4PM</i>
Proposal Due Date and Time	<i>Monday, January 10, 2022, 3PM</i>
Selection Announced at Council Meeting (tentative)	<i>March 2022</i>

### 1.4 **Virtual Pre-Proposal Workshop**

Mandatory Virtual Pre-Proposal Workshops for all prospective Applicants are scheduled for Wednesday, December 1, 2021 at 2:00pm—4:00pm and Friday December 3, 2021 at 2:00pm—4:00pm. Attendance at one of these workshops is a prerequisite for consideration of an Applicant's application. Prospective Applicants must attend one of these workshops and are encouraged to submit written questions in advance. A summary of all questions and answers will be posted on the internet as an addendum, located under this RFP being modified.

Details on the Mandatory Virtual Preproposal Workshop will be posted on the City's website (<https://raleighnc.gov/housing-and-neighborhoods>) by December 1 or can be obtained by emailing Samantha Weintraub at [samantha.weintraub@raleighnc.gov](mailto:samantha.weintraub@raleighnc.gov)

### 1.5 **Proposal Questions**

*It is the Proposer's responsibility to ensure that all addenda have been reviewed and considered in the preparation of its proposal.* Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in Section 1.3, entitled "RFP Timeline" for the submittal of written inquiries. 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
Samantha Weintraub	<a href="mailto:Samantha.weintraub@raleighnc.gov">Samantha.weintraub@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</u></b>	<b><u>DELIVERED BY ALL OTHER MEANS</u></b>
City of Raleigh ATTN: Samantha Weintraub City of Raleigh PO Box 590 Raleigh, NC 27602 RFP No. & Title	City of Raleigh ATTN: Samantha Weintraub City of Raleigh 421 Fayetteville St, 12 <sup>th</sup> Floor, Suite 1200 Raleigh, NC 27601 RFP No. & Title

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 (Community Enhancement Grant)*.  
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 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 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 V, "Exceptions to the RFP" and submitted with 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 Section 1.3, "RFP Timeline". Regardless of the delivery method, it is the responsibility of the Firm to ensure that their response arrives at the designated location specified in this Section by the due date and time specified in Section 1.3, "RFP Timeline".

### **1.7 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 Proposal.

Proposals marked entirely as "confidential", "proprietary", or "trade secret" will be considered non-responsive and will be removed from the evaluation process.

### **1.8 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. prior to the deadline provided in Section 1.3.

Violation of this provision may result in the firm's proposal being removed from consideration.

### **1.9 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.

#### **1.10 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.”

#### **1.11 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.

#### **1.12 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 V, “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, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the City of Raleigh’s best interests 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 City of Raleigh’s best interest. 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, email Samantha Weintraub at [Samantha.weintraub@raleighnc.gov](mailto:Samantha.weintraub@raleighnc.gov).

All applications are due in the Community and Economic Development office by 3:00 PM on Monday, January 10, 2022. 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 to the following criteria:

#### Project – 55%

- Clear presentation of all project costs in the budget format provided.
  - ALL sources and uses of funds for the program.
  - Identify ALL costs, showing how each cost was calculated.
  - Identify ALL sources and amounts, including the requested amount, by line item.

- Budget must be complete, reasonable, and realistic.
- Does the organization have written Policies & Procedures for their project?
- Community impact of proposed activity.
  - Identify expected outputs and outcomes of the proposed activity.
  - Include concrete, measurable objectives and clearly explain how outcomes will be measured.
  - Include the timeline for implementation of the program.
  - Input of the host community for neighborhood targeted projects.
  - Is there documentation showing community support for the project?
  - Collaboration with ongoing activities that promote economic self-sufficiency and/or community improvement.

#### Fiscal Responsibility – 20%

- Are audited financial statements (for funding requests over \$25,000) or financial statements (for funding requests under \$25,000) attached?
- Is there a diversity of funding sources for both the agency and the project?
- If the City funded this agency in the past from any City grant program:
  - Did the agency receive a Community Enhancement Grant in either of the last two years?
  - Did the agency spend funds in a timely fashion?
  - Did the agency provide adequate backup documentation when requesting reimbursement?
  - Were measurable objectives met and properly reported?

#### Organizational Capacity – 25%

- Is it demonstrated that those staffing the project are appropriately experienced, trained, etc.?
- Is the organization's mission statement clear and precise?
- Does the project fit the mission statement?
- Are there at least 5 board members and do they meet regularly?
- Does the organization have written Policies & Procedures for their project?
- Is there documentation supporting claims of collaboration, such as a confirming letter, contract, Memorandum of Agreement (MOA), or other such written documentation?

### **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 2019-2020.

### **3.3 Final Selection**

Proposals will be reviewed after opening and will be ranked in order of choice. Price quoted must be held firm for 90 days after the RFP is due. The City reserves the right to make an award without further discussion of the proposal submitted. 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. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the City of Raleigh.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the City and the Applicant including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the Applicant to perform as represented may result in elimination of the Applicant from competition or in contract cancellation or termination.

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 contract terms (Appendix IV), 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.

## 4 CONTRACT TERMS

The Contract shall have a term of one year, beginning on the date of the Contract award (the “Effective Date”).

## 5 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 5.

### 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 Samantha Weintraub at [samantha.weintraub@raleighnc.gov](mailto:samantha.weintraub@raleighnc.gov) or 919-996-6968.

### 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 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 \$10,000 but no more than \$60,000. Applications requesting less than \$10,000 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 Economic Development Monday, January 10, 2022, 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 (2022-23) for approval by Raleigh City Council at a regular City Council meeting in the April—June 2022 time-period.

**APPENDIX I**  
**2022-23 CEG Application**

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**City of Raleigh Housing and Neighborhoods Department - Community and Economic Development Division**  
**Community Enhancement Grant Program - Application for Funding for Fiscal Year 2022-23**

Organization Name	
Name of Program/Project to be Funded	

**APPLICATION CHECKLIST**

**A.** 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.

**B.**

**C.** Provide one copy of each of the following attachments in the format indicated:

#	Application Elements	Electronic format	Attached?
1	Application: Completed, signed, and dated	PDF	<input type="checkbox"/>
2	Complete project budget and cost calculation in format provided	Excel	<input type="checkbox"/>
3	Resume for Project Manager (staff person responsible for the project)	PDF	<input type="checkbox"/>
4	Project Policies & Procedures Manual	PDF	<input type="checkbox"/>
5	Current year operating budget	PDF	<input type="checkbox"/>
6	Name / address of accountant or chief financial officer if agency does not use a CPA	PDF	<input type="checkbox"/>
7	Most recent financial statement (audited if request is \$25k+)	PDF	<input type="checkbox"/>
8	Brief (<1 page) organizational history, including recent projects	PDF	<input type="checkbox"/>
9	IRS 501(c)(3) tax determination letter	PDF	<input type="checkbox"/>
10	Articles of Incorporation and By-Laws	PDF	<input type="checkbox"/>
11	Most recent IRS tax form 990(ez)	PDF	<input type="checkbox"/>
12	Organizational chart with key personnel and their titles	PDF	<input type="checkbox"/>
13	Verification of SAM.gov registration	PDF	<input type="checkbox"/>
14	List of current Board of Directors, with mailing addresses, terms, and roles	PDF	<input type="checkbox"/>
15	Conflict of Interest Policy (include who must read/sign the policy)	PDF	<input type="checkbox"/>
16	Board minutes documenting Board authorization for this application	PDF	<input type="checkbox"/>
17	Map showing location of project activities or project site, if applicable	PDF	<input type="checkbox"/>
18	Documentation of support from collaborating organizations explaining the collaboration	PDF	<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.**

*To the best of my knowledge and belief, all data and narratives in this application are true, current, and complete. The governing board has authorized the application.*

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

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

\_\_\_\_\_  
 Date

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

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

\_\_\_\_\_  
 Date



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: PROGRAM/PROJECT OVERVIEW**

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. **BE BRIEF: NO MORE THAN 750 CHARACTERS.**

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## **SECTION 2: APPLICANT INFORMATION**

Legal Name of Organization	
Street Address (include City and Zip Code)	
Mailing Address (if different from above)	
Project Mailing Address (if different from above)	
Phone Number	
Federal Tax ID (required)	
DUNS Number (required)	
Email and/or Website	

Application Technical Assistance (individual)	
Agency or Business Name	
Phone Number	
Email and/or Website	

### **Program/Project Contact Person**

Name	
Title	
Phone Number	
Email Address	

### **Funding Requested**

Total Amount of City Funds Requested – <b>must be <math>\geq</math> \$10,000 and <math>\leq</math> \$60,000</b>	
Estimated Total Project Budget	
Percent of Total Project Budget to be funded by City of Raleigh – <b>must be <math>&lt; 50\%</math></b>	

### **Check if organization is a:**

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"/>

### **SECTION 3: ORGANIZATIONAL OVERVIEW AND MISSION STATEMENT**

#### **A. Organizational Overview**

Provide an overview of your organization: the work the organization does and the population it serves; number of years in business; number of years as 501c3; and the number of years implementing the project you seek funding for. **BE BRIEF: NO MORE THAN 1500 CHARACTERS.**

#### **B. Mission Statement**

Include your organization's formal Mission Statement.

### **SECTION 4: PROGRAM/PROJECT CDBG ELIGIBILITY**

- A. To be eligible for Community Enhancement Grant awards, project activities must meet one of the HUD CDBG National Objectives: 24 CFR 570.200(a)(2) and 570.208 (a) (1) and (2). **CHECK ONLY ONE.**

- ☐ **(i) Limited Clientele:** At least 51% of persons served will have household income less than 80 % AMI. **Explain below how you will determine household income.**
- ☐ **(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. Describe the area below 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.**

Program will target these HUD qualified low-income census tract(s)\*:

***\*See HUD Qualified Low-Income Census Tract Map in Appendix II of the RFP document to determine census tract number(s) for your location(s).***

**Explain your choice (i, ii, or iii) above. Explain how you will collect the required data from potential clients before they receive services. Provide example of certification as an attachment. Reference your Project's written Policies & Procedures Manual. *BE BRIEF: NO MORE THAN 1500 CHARACTERS.***

- B.** If this is a new activity or project, please explain how it fits into your organization's mission and the gap this program / project fills in Raleigh. ***BE BRIEF: NO MORE THAN 1500 CHARACTERS.***

- C. If this is an expansion of an existing project, please explain why this expansion is needed and how your organization will make the administrative changes needed for the expansion. Reference your Project’s written Policies & Procedures Manual. **BE BRIEF: NO MORE 1500 CHARACTERS.**

#### **SECTION 5: TARGETED CLIENTELE AND PROGRAM/PROJECT FOR WHICH FUNDING IS REQUESTED**

**A. Targeted Clientele – Eligibility Criteria**

Briefly describe your project’s targeted clientele: primary needs/number of potential clients; include income level (area median income—AMI) and the specific process followed to ensure income eligibility. Reference your Project’s written Policies & Procedures Manual. **BE BRIEF: NO MORE THAN 1500 CHARACTERS.**

**B. Targeted Clientele – Income Limits**

Use the HUD 2021 Income Limits below to complete the following table to the best of your ability. **Show numbers of clients, not percentages**, in each category. Current income limits are listed in the first table. Eligible clientele will have household incomes less than 80 percent AMI.

**HUD 2021 Income Limits**

Percentage of Area Median Income (AMI)	Family Size							
	1	2	3	4	5	6	7	8
<b>100%</b>	\$67,000	\$76,600	\$86,200	\$95,700	\$103,400	\$111,100	\$118,700	\$126,400
<b>Low - 80%</b>	\$53,600	\$61,250	\$68,900	\$76,550	\$82,700	\$88,800	\$94,950	\$101,050
<b>Very Low - 50%</b>	\$33,500	\$38,300	\$43,100	\$47,850	\$51,700	\$55,550	\$59,350	\$63,200
<b>Extremely Low -30%</b>	\$20,100	\$23,000	\$25,850	\$28,700	\$31,040	\$35,580	\$40,120	\$44,660

Number of Persons or Households Served, by Income Group				
Check whether counting:                      Persons <input type="checkbox"/> or                      Households <input type="checkbox"/>				
Year	<30% of median	31–50% of median	51-80% of median	Total
Last year				
Current year				
Next year (projected)				

**C. Program/Project Description – Work to Be Performed**

Describe the service your program/project will provide and the need it will address. How will this service benefit our community? Reference your Project's written Policies & Procedures Manual. **BE BRIEF: NO MORE THAN 2000 CHARACTERS.**

**D. How will the program/project be delivered?**

Describe how the service will be delivered and the staff who will deliver it. Describe process used to choose who is served. List the criteria, if any, people must meet to be eligible for the service. If your program requires in-person gatherings, describe how this will be accomplished given COVID-19. Reference your Project's written Policies & Procedures Manual. **BE BRIEF: NO MORE THAN 2000 CHARACTERS.**

**E. Performance Measures (measurable outputs and expected outcomes for the program/project)**

Describe how you will know if the service you are proposing is successful. Describe your expected outcomes and the metrics you will use to measure them. Reference your Project's written Policies & Procedures Manual. **BE BRIEF: NO MORE THAN 1500 CHARACTERS.**

## **SECTION 6: COMMUNITY DEVELOPMENT PRIORITY ADDRESSED**

What community development priority in the City of Raleigh's *2021-2025 Consolidated Plan* will your project address? Explain how your project addresses that priority. (See pages 91—92 of the Plan.) Use this link to access the plan:

<https://raleighnc.gov/ConsolidatedPlan>

**BE BRIEF: NO MORE THAN 1500 CHARACTERS.**

## **SECTION 7: COMMUNITY INPUT (FOR NEIGHBORHOOD-BASED PROJECTS ONLY)**

Describe how your agency 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 including any Raleigh neighborhood Citizen Advisory Councils. Include date and attendance for each. Provide documentation of feedback as an attachment. **BE BRIEF: NO MORE THAN 1500 CHARACTERS.**

## SECTION 8: PROGRAM/PROJECT BUDGET

The Excel spreadsheet must be used to display the program / project budget. No other format will be accepted. **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, 2022—June 30, 2023. 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 pay for.** 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.**

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.

### Program / Project Funding Sources

List funding amounts received or applied for from other sources for this program / project. Documentation confirming funding must be included:

Project Funding Source	Awarded	Applied For	Amount	Supporting letter(s) attached
	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Total Revenues</b>			\$	

## SECTION 9: ORGANIZATIONAL FINANCIAL QUESTIONS

A. Does your organization have any unresolved HUD or other federal agency findings? ☐ Yes ☐ No

If yes, please explain:

B. Has your organization had any HUD or other federal agency findings resolved or unresolved in the past 5 years?  
☐ Yes ☐ No

If yes, please explain:



C. Has your organization ever had to return funds to HUD, any other federal agency, or the City of Raleigh?

☐ Yes ☐ No

If yes, what unit of government, how much was returned, and why?

D. Does your organization have any unresolved audit issues?

☐ Yes ☐ No

If yes, please explain:

E. Is your organization currently in or has it ever declared bankruptcy?

☐ Yes ☐ No

If yes, please explain:

F. List funding from all City of Raleigh sources for the prior year (2020-21) and current year (2021-22).

Grant Program Name	Fiscal Year of Award		Amount of Award
	<input type="checkbox"/> FY 20-21	<input type="checkbox"/> FY 21-22	\$
	<input type="checkbox"/> FY 20-21	<input type="checkbox"/> FY 21-22	\$
	<input type="checkbox"/> FY 20-21	<input type="checkbox"/> FY 21-22	\$
	<input type="checkbox"/> FY 20-21	<input type="checkbox"/> FY 21-22	\$

## 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)

<input type="checkbox"/> Earned Income	<input type="checkbox"/> Self-Employed
<input type="checkbox"/> SSI/SSA	<input type="checkbox"/> Unemployment Benefits
<input type="checkbox"/> Worker's Comp	<input type="checkbox"/> Child Support
<input type="checkbox"/> Retirement/Pension	<input type="checkbox"/> 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

### CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. 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 15 days from the date of invoice. For prompt payment all invoices should be emailed to ([accountspayable@raleighnc.gov](mailto:accountspayable@raleighnc.gov)) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the 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. 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.

13. 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, 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.

14. 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.

15. 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.

16. Right to Audit and Access to Records

1. 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.

2. 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.
3. "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.
4. 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.
5. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
6. 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.
7. 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.

17. 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. §64-25 et seq. 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. §64-25 et seq.

18. 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. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

19. 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. 147-86.81.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**APPENDIX V  
EXCEPTIONS TO RFP**

**Check one:** ☐NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.    ☐EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section #, Appendix #	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					
<b>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.</b>					
Firm:			Authorized Signature	Title:	
Printed Name of Signer				Date:	