



REQUEST FOR PROPOSALS (RFP)
#274-050123SA-R

15 Summit Avenue Development



**Raleigh
Housing**

raleighnc.gov

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OPPORTUNITY OVERVIEW

Request for Development

The City of Raleigh (City) is soliciting proposals for the development of sustainably built rental housing, including affordable units, on a 0.67 acre City-owned lot, to be made available via long-term ground lease (preferred option) or fee-simple sale (alternative option). Eligible Proposers are non-profit or for-profit developers, or partnerships between a non-profit and for-profit developer

The property is located at:



15 Summit Avenue

Just south of downtown, in the coveted Dix Edge neighborhood.

- » Land valued at \$1.6M/acre
- » Residential street; adjacent to Eliza Pool Park
- » One mile to Dix Park
- » 1.5 miles to Nash Square/downtown Raleigh
- » Walkable to Rocky Branch Trail
- » 0.2 miles to GoRaleigh #7 bus stop
- » Accessible to I-40 via S. Saunders St. exit
- » Southern Gateway Opportunity Zone



The Property

County	Wake
Municipality	City of Raleigh
Site Address	15 Summit Avenue
PIN Numbers	1703516283
Total Acreage	0.67 acres (0.55 contiguous acres)
Estimated Appraised Value	~\$963,000.00
Opportunity Zone	Yes; Southern Gateway OZ
Current Zoning	Residential Mixed-Use (RX-4)
Height Permitted	Up to four (4) stories and 68 feet of height
Development Permitted	Detached, attached, townhouse, multifamily, and cottage court (including tiny homes); limited retail and services subject to limited use standards (see UDO).
Last Rezoning	Rezoning Case Z-64-23 Summit Ave



Walnut Creek Trail

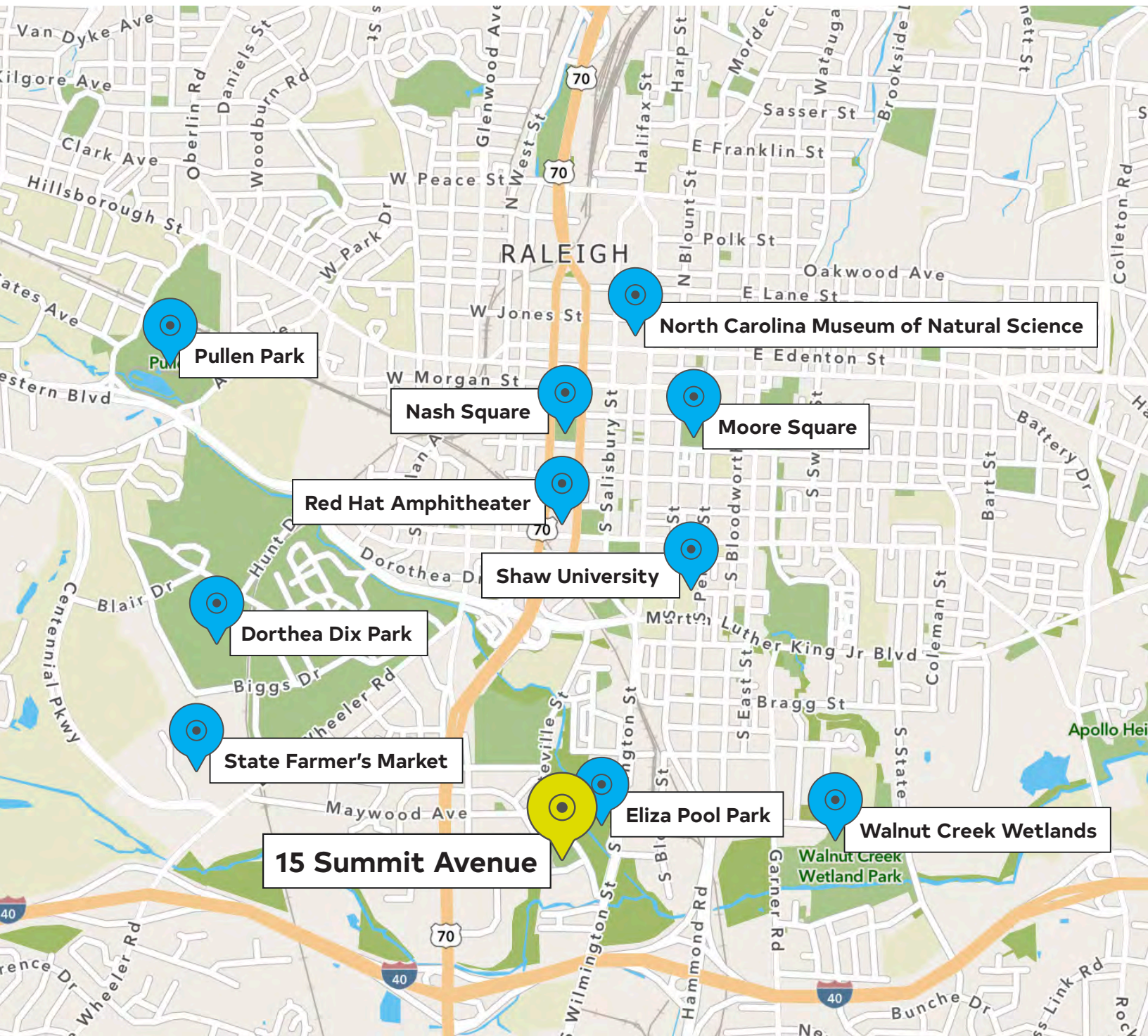
Current Zoning

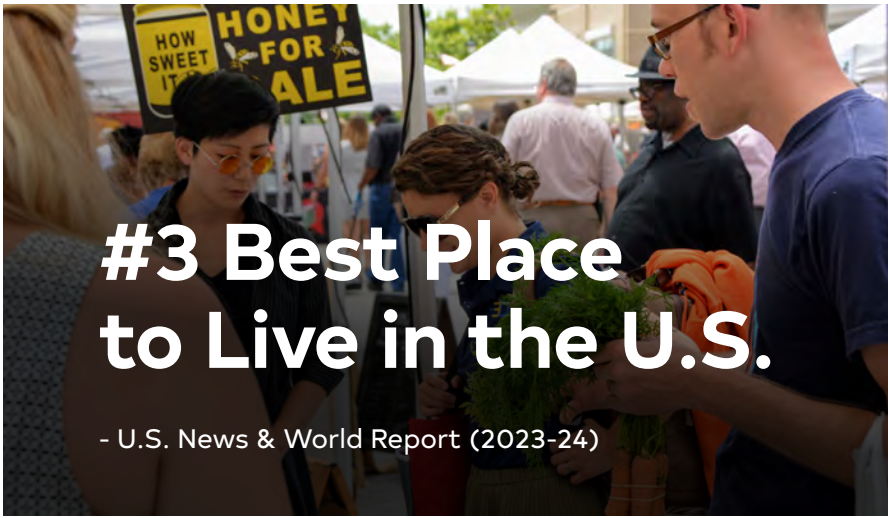
This site was recently rezoned to RX-4 to enable greater flexibility for development. The developer is responsible for understanding what is allowed by the existing zoning and the underlying development regulations of the City's Unified Development Ordinance (UDO) and demonstrating a plan in accordance.

Current Zoning	Residential Mixed-Use (RX-4)
Height Permitted	Four (4) stories and 68 ft of height
Development Permitted	Detached, attached, townhouse, cottage court and multifamily
Overlay Districts	Special Highway Overlay District-2, Transit Overlay District



Vicinity Points of Interest





#3 Best Place to Live in the U.S.

- U.S. News & World Report (2023-24)



#3 Best Performing Large City

- Milkin Institute, 2024



#3 Happiest City in the U.S.

- Men's Health 2021



#6 Top Tech City in the U.S.

- Cloudwards (2024)



#2 Hottest U.S. Housing Market

-U.S. News & World Report (2024)



#5 Best City for Job Seekers

- Indeed (2024)



EXPECTATIONS and CONSIDERATIONS

City Priorities and Recommendations

City priorities include:

- » Maximize number of affordable units
- » Maximize density (residential or commercial code)
- » Depth of affordability (average of 60% AMI or below)
- » Design creativity

City staff's preliminary assessment of the site suggests that small multifamily buildings or a cottage court layout with smaller units and limited parking would make the most efficient use of the limited land area, but other housing prototypes will be accepted with sufficient evidence supporting the feasibility of the proposal. Design approaches that complement the residential character to the north are encouraged.



Set-Aside and Tenant Referral Requirements

The Housing and Neighborhoods Department prioritizes alignment with the philosophy of the State's Olmstead Settlement Agreement, which promotes housing choice and integration for people with disabilities.

Proposals should include at minimum one (1) unit and up to 10% of units set aside for City of Raleigh referrals. Proposals cannot restrict more than 30% of units for people with disabilities or experiencing homelessness. Tenancy cannot be tied to participation in supportive services and/or other programs.



Sample Photo

Minimum Affordability Requirements

Preserving and expanding the supply of affordable housing is a priority for the City. To be considered, proposals must set aside at least 20% of the total units within the development as affordable rental units to low-income households earning no more than 60% of the Area Median Income (AMI), adjusted for family size, affordability must be maintained for the entire term of the ground lease, and at least 50 years overall. If utilizing a fee-simple sale disposition method, affordability must be maintained for the duration of the negotiated deed restrictions. In a case where the number of required affordable units results in a fraction, the developer must round up and provide an additional affordable unit.

**50 Year Minimum
Affordability Period**

**Minimum 20% of
units up to 60% AMI**



City Subsidy for Affordable Housing

The City is offering up to **\$75,000** of subsidy per affordable unit for construction-to-permanent gap financing to support the construction of affordable units on this site.

Max Per Unit and Total Subsidy	Up to \$75,000 per affordable unit
Interest Rate	0-2%, depending on a project's needs
Loan Term	20/30/40 years, or as long as affordability is maintained
Affordability Period	Minimum of 50 years, coterminous with land lease (if the land is leased from the City) or negotiated deed restrictions (if fee simple)
Min Debt Coverage/ Operating Coverage Ratio	1.15



Property Disposition Options

Preferred Option: Long-term Ground Lease

The City's strong preference and expectation is for a lease with a minimum term of fifty (50) years. Proposers must include in their proposal preferred lease terms (i.e., annual rent amount and lease term duration).

The lease will include claw-back provisions to return complete site control to the City and allow for the termination of the lease in the event that key development deadlines or requirements are not met.

Alternative Option: Fee-simple Sale

The City is willing to consider a fee-simple sale of the property through a non-warranty deed with 1) negotiated affordability restrictions and 2) preferred sale price and affordability restrictions. The City's strong preference and expectation is for a minimum affordability term of fifty (50) years.

The legally binding restrictive covenant (i.e., deed restrictions) will include claw-back provisions to return complete site control to the City if key development deadlines or requirements are not met.

Underwriting Criteria

The City will review the development budget and financial pro forma for accuracy and reasonableness according to the following underwriting assumptions.

Vacancy Allowances	7%
Annual Rent Growth	2%
Annual Operating Expense	At least \$3,800 per unit per year not including taxes, reserves and resident support services; annual increase of at least 4%
Debt/Operating Coverage Ratio	1.15 minimum for the full term of all loans
Replacements Reserves	At least \$250 per year per unit; must be capitalized from project's operations; annual increase of at least 4%
Rent-up Reserves	At least \$300 per year per unit
Operating Reserves	The greater of \$1,500 per unit per year or 4 months; debt service and operating expenses (must be maintained for the duration of the ground lease)
Legal Fees	Developer is responsible for paying all legal fees associated with the project (not including the City's legal fees for drafting and executing the land lease)
Affordability Term	Minimum 50-year term

City and Developer Responsibilities if Awarded

The City will retain ownership of the development site and lease the land to the developer through a long-term ground lease, unless a fee-simple sale is executed.

As property owner, the City may enter into an Option to Lease or Option to Purchase Agreement to give the developer site control to secure development approvals.

The developer will be solely responsible for providing all information and completing all work necessary to secure all required approvals to complete the development.

Additional developer responsibilities:

- » Securing construction financing
- » Completing all necessary site planning
- » Providing a construction schedule to the City clearly outlining the sequence of activities and necessary resources
- » Installing any infrastructure necessary (including, but not limited to, installation of water and sewer taps, storm drainage, etc.)
- » Completing construction of the development within thirty-six (36) months of project closing
- » Renting or selling all affordable housing units to qualified households within 6 months from the date the Certificate of Occupancy (CO) is issued
- » The City reserves the right to require the developer to furnish bonds covering faithful performance and payment of obligations for the development





RFP SUBMISSION and SELECTION PROCESS

RFP Process Schedule

The following table outlines the anticipated schedule of events related to this solicitation. All times shown are Eastern Standard Time (EST).

The City of Raleigh reserves the right to modify the following schedule to meet the needs of the service.

RFP Process Step	Due Date	Time
RFP Advertisement Date	12/16/2024	5 p.m.
Pre-Proposal Conference (Optional)	1/6/2025	2 p.m.
Deadline for Written Questions	1/17/2025	5 p.m.
City Responses to Questions (anticipated)	1/31/2025	5 p.m.
Proposals Due	2/14/2025	5 p.m.



Pre-Proposal Conference

The City will conduct a non-mandatory virtual Microsoft Teams Pre-Proposal Conference for all prospective Proposers.

It is encouraged to submit written questions in advance of the Pre-Proposal Conference. A summary of all questions and answers will be posted as an RFP Addendum on the [North Carolina Electronic Vendor Portal](#).

Virtual Microsoft Teams Link: [Join the meeting now](#)

Meeting ID: 272 572 271 241

Passcode: 2mM6TR7X

Call-in number: 1 (919) 561-6523

Conference ID: 253 849 309#

Questions and Answers

Requests for clarification and questions for this RFP must be received by the City via email only by the Deadline for Written Questions.

Please email all questions to the following individual (no questions via telephone will be answered):

Angelina Blackmon, Public-Private Partnership Coordinator

Housing and Neighborhoods Department

Angelina.Blackmon@raleighnc.gov

The City will issue addenda reflecting questions and answers to this RFP to the [North Carolina Electronic Vendor Portal](#) after the Written Questions deadline has occurred. It is the Proposer's responsibility to ensure that all addenda have been reviewed and considered in the preparation of its proposal.

RFP Submission Process

The City will only receive complete Proposals that are submitted via email, on or before the Due Date and Time.

Please email your complete proposal to the following individual with the stated subject line:

Angelina Blackmon, Public-Private Partnership Coordinator

Housing and Neighborhoods Department

Angelina.Blackmon@raleighnc.gov

Email Subject Line

15 Summit Ave RFP Proposal Submission – Your Organization Name

Eligible proposals must be...

- Complete.** A complete Proposal includes all items of the Appendix I: RFP Submission Checklist, including signed Addendum. Any incomplete proposal may be eliminated from competition at the discretion of the City. Any requirements in the RFP that cannot be met must be indicated on the Appendix I: RFP Submission Checklist - Exceptions to the RFP Form and submitted with the proposal.
- Submitted electronically** as a viewable and printable Adobe PDF. Email your proposal to the City staff member listed with the proper email subject line.
- Submitted on time.** Proposals received after the Due Date and Time will not be accepted or considered.

RFP Selection Process

Evaluation

The Proposals received will be evaluated and ranked by the Proposal Evaluation Team in accordance with the process and evaluation criteria contained here. Proposals will be evaluated based on the material and substantiating evidence presented in the Proposal, and not on the basis of what is inferred. While the scoring criteria described in this section are intended to help inform the City's selection of a Proposal, the City reserves the right to select the best overall proposal when measured against the City's strategic policy priorities, including but not limited to the City's Strategic Plan, Comprehensive Plan, and any redevelopment plans adopted by the City Council. A final selection for recommendation will be made by the Evaluation Team after each Proposal is evaluated and assigned a score. This is not a bid and there will not be a public opening.

All sections will be evaluated on a sliding scale, with the maximum points available listed in the matrix provided.

See Appendix II: Evaluation Criteria for a full description of each section.

Evaluation Criteria	Points
<p>Alignment with City Goals</p> <ul style="list-style-type: none"> Maximize affordable units Maximize project density Depth of affordability Design creativity 	<p>40</p> <ul style="list-style-type: none"> 10 10 10 10
<p>Project Viability and Financial Feasibility</p> <ul style="list-style-type: none"> Compatibility with UDO Project complexity, cost reasonableness and risk management City subsidy request and other funding commitments 	<p>30</p> <ul style="list-style-type: none"> 10 10 10
<p>Development Team Experience</p> <ul style="list-style-type: none"> Demonstration of development team experience Demonstration of team capacity 	<p>30</p> <ul style="list-style-type: none"> 20 10
<p>Maximum Possible Points</p>	<p>100</p>

RFP Selection Process

Proposer Interviews

The Evaluation Team has the option to host an interview round with select Proposer teams. Proposers selected for interviews will be notified in writing of the date and time. Interviews shall be based solely upon information provided in each Proposer's original proposal; no additional materials will be requested or permitted.

Negotiation

City staff will recommend the best Proposal to the Raleigh City Council for approval, after which negotiations of a lease, sale and/or gap financing loan terms with the selected Proposer will commence. If negotiations are unsuccessful, the City may pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.





APPENDIX

Appendix I. RFP Submission Checklist

Checklist items can be viewed and downloaded on the [City's website](#).

#	Item	Description
1	Cover Letter (signed and notarized)	Submit signed and notarized cover letter (1 page preferable) stating applicant has authority to submit a response to the RFP and applicant accepts the terms and conditions in the RFP; briefly describing the proposed project, population to be served, income targeting, gap financing loan terms (i.e., interest rate, loan term, etc.), lease terms (i.e., annual rent dollar amount, length of affordability term) and/or sale price terms (i.e., dollar amount, length of affordability term).
2	Description of Project Team	Provide a written description of all parties involved in the project team. Include a resume, organizational chart and other qualifications of the developer and project team (i.e., engineer, architect, property manager, etc.), including a list of relevant projects in the last five (5) years with current vacancy rates.
3	Description of Project Proposal	Provide a written description of the proposed project. Include details of the program, population to be served, income targeting, depth of affordability, compatibility with existing zoning and City UDO requirements, and project timeline. Moreover, include a description of your disposition strategy request (long term ground lease or fee-simple sale) with the specific lease or sale price terms (rent/price and length of affordability).
4	Overview of Financial Strategy and Pro Forma	Include total project costs, funding sources (both your City gap financing request with loan terms and other anticipated sources), and a project pro forma.
5	Site Plan	Submit a preliminary site plan or sketch.
6	Letters of Support	Submit letters of support from other agencies and funding sources with whom you intend to collaborate, if possible
7	System Vision Certification Incorporation	Submit short written description of how SystemVision certification or other standards will be incorporated and any other sustainable practices that will be implemented and how that will be ensured. All new construction must meet or exceed SystemVision certifications.
8	By-laws	Submit.

#	Item	Description
9	Articles of Incorporation	Submit
10	501(c)3 Determination Letter	Submit (if applicable)
11	Operating Budget	Submit current year operating budget for the developer.
12	Board Members	Submit list of board members with terms.
13	Board Minutes	Submit a resolution or copies of the minutes from board meeting during which submittal of the RFP application to the City was approved.
14	Proposer Questionnaire Form	Submit a signed copy of completed form.
15	Three Reference Questionnaire Form	Submit min. 3 business references. Third-party business reference company to submit a signed copy of completed form on behalf of Proposer directly to City staff contact (see instructions page).
16	MWBE Form	Submit completed form.
17	Tenant Income Certification Form	Attached for reference (do not need to submit).
18	Exceptions to the RFP Form	Submit a signed copy of completed form.
19	Signed RFP Addendum(s)	Submit a signed copy of issued RFP Addendum(s), which will be posted on the City website and eVP portal.

Appendix II. Evaluation Criteria

Alignment with City Goals

(sliding scale from 0 to 40 points)

- » **Maximize affordable units (10 points)**
Points will be based on the degree to which the project maximizes the number of income-restricted units to be built on the site(s), as allowed and possible under the current zoning.
- » **Maximize project density (10 points)**
Points will be based on the degree to which the project maximizes the total number of units to be built on the site(s), as allowed and possible under the current zoning.
- » **Depth of affordability (10 points)**
Points will be based on the degree to which the project integrates the deepest levels of affordability into project.
- » **Design Creativity (10 points)**
Points will be awarded based on overall proposal creativity and design approach (elevations are not required).

Project Viability and Financial Feasibility

(sliding scale from 0 to 30 points)

- » **Compatibility with UDO (10 points)**
Points will be awarded based on the project design's compatibility with the City's UDO zoning and development guidelines.
- » **Project complexity, cost reasonableness and risk management (10 points)**
Points will be awarded to projects that have reasonable scope and project costs.
- » **City subsidy request and other funding commitments (10 points)**
Points will be awarded for projects that have a reasonable subsidy request from the City (total subsidy request, on a per unit basis, and as a percent of total development costs). Points will be awarded for reasonableness of remaining funding assumptions.

Development Team Experience

(sliding scale from 0 to 30 points)

» **Demonstration of Development Experience (20 points)**

Points will be awarded based on demonstration of the Proposer's prior experience with development projects of comparable size and type. Consideration in this category will include the Proposer's full team, not just the lead firm

» **Demonstration of Team Capacity (10 points)**

Points will be awarded based on evidence of the Proposer's capacity to execute the project and demonstrated ability to meet project deadlines. Past performance and current project status will be considered for firms that have worked with the City.

Appendix III: Monitoring and Compliance Expectations

Rent and Income Limits for Affordable Housing

Properties must adhere to the affordable rent and income limits for the Raleigh, NC Metropolitan Statistical Areas published annually by the City's Housing and Neighborhoods department (from limits calculated and published by HUD and Novogradac & Company LLP for the Low-Income Housing Tax Credit Program).

Household income limits, income verification, and rent limits for the affordable units must be reviewed and approved prior to initial occupancy (and upon subsequent lease renewals for rental units) by the City Housing and Neighborhoods department staff.

The property owner/manager must submit a request for rent increases each year along with back-up documentation to the City and receive approval before rents may be changed.

The City has the right to refer tenants to a certain number or percentage of units for a voucher program.

The following income and rent limits are according to the Raleigh, NC Metropolitan Statistical Area, published annually by the City's Housing and Neighborhoods department from limits calculated and published by HUD and Novogradac & Company LLP for the Low-Income Housing Tax Credit Program. All income limits are subject to change.

View the income and rent limits [here](#).

Tenant Income Certification for Affordable Units

The City requires the Tenant Income Certification Form be submitted for households occupying affordable units, including documentation to support the annual household income calculation. Tenant incomes must be recertified at least annually to ensure incomes are below the most current income limits available. Examples of acceptable documentation include the following:

- » **Income from Employment or Wages:** most recent tax return (IRS Form 1040), most recent consecutive paystubs covering a period of at least two (2) months.
- » **Income from Social Security/Supplemental Security/Disability/Pensions:** benefit letter from applicable agency (issued within the last 12 months), most recent bank statements showing direct deposits covering a period of at least two (2) months.
- » **Income from Public Assistance:** documentation from public agency confirming benefit amount (issued within the last 12 months).
- » **Income from Assets:** if cash value of assets (e.g., stocks, dividends) exceeds \$5,000, annual income from assets should be included in the household's income calculation and documentation of the assets (e.g., bank statements) should be provided.

Designation of Affordable Units

Affordable units within the property should be "floating" rather than "fixed". This means that affordable units are not designated as specific units within the property (e.g., in a 10-unit property, units A and B are set as "affordable units" and units C through J are set as "market-rate units").

Rather, the established percentage of affordable units (no less than 20% of units) must be maintained but the designation of which units are affordable can "float" depending on availability. In the 10-unit example above, the property owner would designate two units as affordable, and at any given point any two of units A through J would be restricted to occupancy by income-eligible tenants.

A floating designation helps ensure that all units, whether affordable or market-rate, are comparable in terms of size, feature, and number of bedrooms. In a case where the number of required affordable units (e.g., no less than 20% of units) results in a fraction, the developer must round up and provide an additional affordable unit.

Over-Income Households in Affordable Units

Property owners/managers should follow guidelines for the HOME Program in cases where a household occupying an affordable unit is determined to be "over-income" upon income recertification.

Following the guidelines set forth at 24 CFR 92.252(i), affordable units will continue to be considered "affordable" rather than "market rate" despite a temporary noncompliance caused by increases in the incomes of existing tenants if actions are being taken to ensure that all vacancies are filled such that the ratio of affordable to market rate units is restored.

For example, if a household's annual income is determined to be above the 60% of AMI income limit adjusted by household size upon recertification, that household may continue occupying their unit and the unit may continue counting toward the percentage of affordable units in the property as long as the next available unit that becomes vacant is rented to an income-eligible household. At that point, the unit with the "over income" household will convert to market rate and the newly filled unit will be "take its place" as an affordable unit.

In such an instance, tenants who no longer qualify as low-income may not be automatically required to pay the full "market rate" rent. Rather, the household should be charged the lesser of the market rate rent or 30% of the household's adjust income.

Tenant Selection Protections

Property owners/managers must have a written tenant selection policy for both affordable and market rate units that complies with all applicable State, federal, and local laws, including Fair Housing laws.

The tenant selection policy for affordable units should conform with the HUD HOME Program guidelines set forth in 24 CFR 92.253(d).

Leases for both market rate and affordable units may not include the prohibited lease terms set forth in 24 CRF 92.253(b).

Appendix IV: RFP Terms and Conditions

City's Authority Over Selection Decision

The City has the sole discretion and reserves the right to cancel the sale or lease described herein prior to final approval by City Council, to reject any and all proposals, to waive any and all informalities and/or irregularities, and 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 to do so.

The City 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 to do so.

While the Evaluation Criteria are intended to help inform the City's selection of a Proposal, the City reserves the right to select the best overall proposal when measuring against the City's strategic policy priorities, including, but not limited to the City's Strategic Plan, Comprehensive Plan, and any redevelopment plans adopted by the City Council.

Moreover, the City reserves the right to make no selection if proposals are deemed to be not in the best interest of the City.

Proposer Acceptance of RFP Terms and Conditions

It shall be the Proposer's responsibility to read the Instructions, all relevant exhibits, attachments, addendums 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.

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on the Appendix I: RFP Submission Checklist - Exceptions to the RFP Form and submitted with proposal.

Proposer Responsible for Expenses

The Proposer is responsible for any expenses incurred in the development of a response to this RFP 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.

Moreover, by responding to this solicitation, the firm certifies that it has not and will not pay any person or firm 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.

City's Right to All Submitted Materials

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.

Long-Term Ground Lease Requirement

Pursuant to Resolution 2021-236 adopted by the Raleigh City Council, any lease of City property or City-provided financial assistance will require the developer to enter a contractual obligation to not disqualify any prospective tenant for eligibility to rent based on a refusal to consider any lawful source of income within their application. This requirement will be included in the ground lease.

The obligation of the City to lease the Subject Property for construction of rental housing is contingent upon site plan approval, issuance of building permits, due diligence conditions being satisfied, and firm financial commitments for construction and/or permanent financing. If construction does not substantially commence within six (6) months of executing a ground lease, the City may, at its option, exercise recapture remedies. The Subject Property will be leased in "as-is" condition and the selected Proposer will be allowed a sufficient period to perform reasonable due diligence before executing a ground lease.

Acknowledgement of MWBE Policy

The City 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.

Conflicts of Interest

1. Federal procurement standards provided 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.

2. A criminal statute for conflicts of interest in public contracting, provided in NC General Statute § 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.

3. A Regulations for private transactions between the City and its officials and employees, provided by the City of Raleigh Charter Section 3.9:

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 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.