



**Request for Proposals #274-HCD-FY26-6**

**Title: FY 2026-2027 Community Enhancement Grant**

**Issue Date: [Wednesday, October 1, 2025](#)**

**Due Date: [Monday, December 1, 2025, not later than 3:00 pm EST](#)**

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

**Issuing Department: Housing & Community Development**

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

Jacqueline Jordan, Sr. Community Development Planner/Analyst

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

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# 1 INTRODUCTION

## 1.1 Purpose

The City of Raleigh (COR) announces the availability of Community Enhancement Grant funds for Fiscal Year **2026-27**. Funds are awarded through this competitive Request for Proposals (RFP) process. This grant is designed to support eligible public services that benefit low- and moderate-income individuals and neighborhoods, as defined by the U.S. Department of Housing and Urban Development (HUD).

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

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

All questions regarding this solicitation must be submitted in writing via email to the contact listed below. Responses to all inquiries will be provided through the official addenda, as applicable, and posted on the North Carolina electronic Vendor Portal.

Contact Name	Email Address
Jacqueline Jordan Community Development Grant Administrator	<a href="mailto:Jacqueline.jordan@raleighnc.gov">Jacqueline.jordan@raleighnc.gov</a>

***Questions submitted via telephone will not be answered.***

## 1.2 Background

The City of Raleigh, the capital of North Carolina, is one of the fastest-growing regions in the United States. Its appeal stems from a strong, diverse economy, top-tier educational institutions, and exceptional healthcare facilities. A mild climate, highly skilled workforce, and proximity to Research Triangle Park further enrich the area's innovative ecosystem.

As a 21st Century City of Innovation, Raleigh emphasizes environmental, cultural, and economic sustainability. We employ best practices in land use, infrastructure, and building technologies to protect and enhance neighborhoods, natural amenities, and cultural resources. Engaging universities, local businesses, nonprofits, and citizens, the City fosters new technology, job creation, and civic involvement, all guided by transparency and superior customer service.

The Community Enhancement Grant Program is funded through the federal Community Development Block Grant (CDBG) program administered by HUD. Eligible activities under this grant must meet one of HUD's National Objectives, primarily benefiting low- and moderate-income individuals. CDBG's core objective is to foster viable communities

by delivering decent housing, suitable living environments, and economic development opportunities especially for low- and moderate-income residents.

The program’s goals align with the City’s broader housing and community development strategy, as outlined in Raleigh’s multi-year Consolidated Plan.

The City’s current **2026-2030** Consolidated Plan can be viewed here:

<https://raleighnc.gov/ConsolidatedPlan>

**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	Wednesday, October 1, 2025
Pre-Proposal Conference (if required)	Tuesday October 14, 2025 (10am-12pm EST) OR Tuesday October 21, 2025 (10am-12pm EST)
Deadline for Written Questions	Thursday, November 13, 2025
City Response to Questions	Thursday, November 20, 2025
<b>Proposal Due Date and Time</b>	Monday, December 1, 2025, at 3:00pm EST
Selection Announced (tentative)	March 2026

**1.4 Pre-Proposal Conference**

Attending **one (1) information session** is a requirement for prospective applicants to be considered for funding. A summary of all questions and answers from the information session will be posted as an addendum to the RFP.

Mandatory Virtual Pre-Proposal Information Sessions

- **Tuesday, October 14, 2025: 10:00am – 12:00 pm EST**
- **Tuesday, October 21, 2025: 10:00am – 12:00pm EST**

Details on the Mandatory Virtual Preproposal Workshop will be posted on the City’s website (<https://raleighnc.gov/grants-funding-and-relief/community-enhancement-grant-program>) by **October 1, 2025** or can be obtained by emailing Jacqueline Jordan at [jacqueline.jordan@raleighnc.gov](mailto:jacqueline.jordan@raleighnc.gov).

**1.5 Proposal Questions**

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written 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 electronic Vendor Portal (eVP). 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 electronic Vendor Portal (eVP) for any Addenda. It is the Respondents’ responsibility to ensure that all addenda have been reviewed and, if required signed and returned.***

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

Contact Name	Email Address
Jacqueline Jordan Community Development Grant Administrator	<a href="mailto:Jacqueline.jordan@raleighnc.gov">Jacqueline.jordan@raleighnc.gov</a>

Questions submitted via telephone will not be answered.

**1.6 Proposal Submission Requirements and Contact Information**

All proposals must be submitted via the City of Raleigh’s Neighborly Software. Contact Jacqueline Jordan ([Jacqueline.jordan@raleighnc.gov](mailto:Jacqueline.jordan@raleighnc.gov)) to receive details on how to register and access the online system.

Proposals must be submitted to the City of Raleigh's Neighborly Participant Portal and must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and time will not be considered.

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

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. It is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

Prior to submission, applicants are encouraged to review the *Pre-application Assessment and FAQ Tool*. This tool was created to provide applicants a better understanding of requirements associated with the Community Enhancement Grant. The tool can be found at the following website: <https://raleighnc.gov/grants-funding-and-relief/services/community-enhancement-grant-program>

### **1.7 MWBE Participation Form**

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

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

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

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

involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

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

### **1.9 Communications**

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

### **1.10 Lobbying**

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

### **1.11 Conflicts of Interest**

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

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

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

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

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

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

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

### **1.12 Proposer Expenses**

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

### **1.13 Proposer Acceptance**

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

## **2 PROPOSALS**

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

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

All proposals must be submitted via the City of Raleigh's Neighborly Software. Contact Jacqueline Jordan ([Jacqueline.jordan@raleighnc.gov](mailto:Jacqueline.jordan@raleighnc.gov)) to receive details on how to register and access the online system.

All applications are due via the City of Raleigh's Neighborly Software Participant Portal **by 3:00 pm EST on Monday, December 1, 2025.**

### **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 opening. The Proposals will be evaluated based on, but not necessarily limited to the criteria below. Agencies will be scored based on the scorecard (Appendix II).

**Section C-Funding Sources and Budget Sensibility**

20 points ( 20% of total score without bonus points added)

**Section D-Program/Project CDBG Eligibility Section**

40 points (40% of total score without bonus points added)

**Section E-Program Delivery**

40 points (40% of total score without bonus points added)

**Bonus Questions-Optional**

10 points (additional points added to the total score)

**Potential Point Penalty**

Up to 8 points may potentially be deducted from the total score

**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.

**Minimum Submission Requirements**

To be considered for funding and project evaluation, the following **minimum documentation** must be submitted:

**Financial Requirements**

- Completed Project Budget between **\$20,000.00 and \$50,000.00**
- Project Budget must not exceed:
  - **25% of the Total Annual Operating Budget**
  - **50% of the Total Program/Project Budget**
- Current Year Annual Operating Budget
- Most Recent Financial Statements
- Audited Financial Statement (required if requesting over \$25,000.00)
- Most Recent IRS Tax Form 990 or 990-EZ

**Administrative Requirements**

- IRS 501(c)(3) Tax Determination Letter
- Articles of Incorporation
- Organizational By-Laws
- SAM.gov Verification
- Board Member List (including contact information, board terms, and roles)
- Board Meeting Minutes authorizing application submittal
- Conflict of Interest Policy

**Project Requirements**

- Completed and Signed Application Form
- Program Policies & Procedures Manual
- Resumes and Credentials of all Program/Project Staff
- Organizational Chart identifying key personnel

**Submission Notes:**

- Incomplete submissions will **not** be considered.
- All documentation must be **current** and reflective of the organization's **present-day operations**.

**3.3 Final Selection**

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 3.1. A final selection for recommendation will be made at this time. Recommendations for awarded organizations are then presented at the City Council Budget Session. Once recommendations are accepted by City Council, all proposers will be notified of their standing immediately following the City's decision.

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

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

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

**3.5 Contract Term**

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

**3.6 Federal Funding Requirements**

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

Requirements) may be applicable to this contract. The awarded contractor is responsible for complying with all applicable provisions and requirements.

## 4 SCOPE OF SERVICES AND FUNDING GUIDELINES

### 4.1 Contractor Responsibilities

The awarded contractor shall provide services as set forth in this RFP, as more specifically described in this Section.

### 4.2 Eligible Uses of Funds

The Community Enhancement Grant Program supports **public services that benefit low- and moderate-income individuals**, defined as households earning less than **80% of the Area Median Income (AMI)**.

Funded programs must ensure and document that **at least 51% of participants** meet this income eligibility threshold.

*(See Appendix III: Income Verification.)*

#### **Eligible activities may include, but are not limited to:**

- Assistance for households exiting homelessness
- Reintegration services for ex-offenders
- Job training and workforce development
- Youth tutoring and gang prevention initiatives
- Substance abuse prevention and treatment
- Individual or family counseling services
- Childcare assistance
- Programs serving older adults

**Note:** The purchase of small electronics (e.g., computers, tablets, phones, and accessories) is **not an eligible expense** under this program.

### 4.3 Ineligible Uses of Funds

The following uses are **not eligible** for funding under the Community Enhancement Grant Program:

- General administrative or agency operating expenses
- Housing construction or development
- Services provided to individuals with incomes exceeding 80% of AMI

### 4.4 Priority Populations

Priority consideration will be given to proposals that serve one or more of the following populations:

- Individuals experiencing or exiting homelessness
- Extremely low-income individuals ( $\leq 30\%$  AMI)
- Low-income youth
- Persons with disabilities
- Victims of domestic violence
- Individuals living with HIV/AIDS
- Seniors

Additional priority will be given to **new projects** that address **demonstrated gaps in services** for low- and moderate-income populations.

#### 4.5 Funding Availability and Limits

- **Total Available Funding:** Approximately \$200,000
- **Minimum Request:** \$20,000
- **Maximum Request:** \$50,000

Applications requesting **less than \$20,000** or **more than \$50,000** will be **disqualified and not reviewed**.

In accordance with City of Raleigh policy:

Applications requesting **more than \$25,000** must include **audited financial statements** as part of the application package.

#### 4.6 Documentation Requirements

Applicants must demonstrate the capacity to comply with federal documentation standards.

To support this, applicants are strongly encouraged to submit a **formal, written Policies & Procedures Manual** specific to the proposed program.

**APPENDIX I**

**\*\*\* These are only application questions. \*\*\***

All proposals must be submitted via the City of Raleigh’s Neighborly Software.

Contact Jacqueline Jordan ([Jacqueline.jordan@raleighnc.gov](mailto:Jacqueline.jordan@raleighnc.gov)) to receive details on how to register and access the online system.

<b>Section A-Organization Information</b>
<b>Organization Information</b>
First-Time Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No
Prior Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No
Currently Receiving CEG Funds? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Organization Details</b>
Full Legal Name:
DBA / AKA (if applicable):
Year Nonprofit Status Received:
Headquarters Address:
Mailing Address (if different):
Operating in Other States? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, list states:
Organization Phone:
Federal Tax ID (EIN):
Unique Entity Identifier (UEI #):
Mission Statement:
Website:
Social Media Links:
<b>Ownership Status (Check all that apply):</b>
<input type="checkbox"/> Minority-Owned (≥51%)
<input type="checkbox"/> Women-Owned (≥51%)
<input type="checkbox"/> CHDO
<input type="checkbox"/> None of the above
<b>Contact Information</b>
Point of Contact Name:
Title:
Email:
Phone Number:
Governing Board Chair (or equivalent):
Email:

<b>Section B-Program Description</b>
<b>Program Description</b>
Name of Program/Project:
Project Address (Raleigh only):
Program Overview (Attach narrative or complete below):
History
Years Operating
Services Provided
Raleigh-Specific Service Area
Funding Type
<input type="checkbox"/> New Program/Project
<input type="checkbox"/> Expansion of Existing Program/Project
Program Contact
Name:
Title:
Email:
Phone Number:
<b>Section C-Funding Requested</b> <b>( up to 20 points in total for this entire section)</b>
<b>C.1 – Total Amount Requested from the City of Raleigh</b>
Enter a single amount between \$20,000 and \$50,000
Amount: \$ _____
<b>C.2 – Total Estimated Project Budget</b>
This includes all expenses for the full project, regardless of the funding source.
Amount: \$ _____
<b>C.3 – City Funding as a % of Total Project Budget</b>
Calculate: $(C.1 \div C.2) \times 100$
Percentage: _____%
It cannot exceed 50% of the total project budget.
<b>C.4 – Organization’s Current Operating Budget</b>
Use your most recently completed fiscal year.
Amount: \$ _____
<b>C.5 – City Funding as a % of Operating Budget</b>
Calculation: $(C.1 \div C.4) \times 100$
Percentage: _____%
It Cannot exceed 25% of your total operating budget for the last fiscal year.
<b>C.6 – C.11: Organizational Financial Compliance Questions</b>

<b>(up to 8 points may be deducted in this section)</b>	
Please indicate “Yes” or “No” for each:	
<b>C.6</b>	<b>Any unresolved HUD or federal agency findings?</b> <input type="checkbox"/> <input type="checkbox"/>
<b>C.7</b>	<b>Any HUD/federal findings in the past 5 years?</b> <input type="checkbox"/> <input type="checkbox"/>
<b>C.8</b>	<b>Ever returned or left unspent public funds?</b> <input type="checkbox"/> <input type="checkbox"/>
<b>C.9</b>	<b>Any unresolved audit issues?</b> <input type="checkbox"/> <input type="checkbox"/>
<b>C.10</b>	<b>Has your organization ever declared bankruptcy?</b> <input type="checkbox"/> <input type="checkbox"/>
<b>C.11</b>	<b>Received City of Raleigh funding in the last 2 years?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<i>If you answer “Yes” to any question, you may need to provide further explanation during review.</i>	
<b>C.12 – Funding Sources</b>	
<b>(up to 8 points in total for this response)</b>	
List all current and pending funding sources by category. You must include the specific source name and amount awarded or requested.	
Include the following details for each category: Funding Source +Status (Awarded/Pending) + Amount+ Documentation (Yes/No)	
<b>***City staff may request documentation to verify funding status.</b>	
A. Local Government	
B. County Government	
C. State Government	
D. Federal Government	
E. Private / Foundations / Other	
<b>C.13 – Budget Sensibility</b>	
<b>( up to 12 points in total for this response)</b>	
Grant Requirements: Request between \$20,000 – \$50,000 City funds must be < 25% of your current operating budget City funds must be < 50% of your total project budget All funds are reimbursed	
<b>Staffing Costs – City of Raleigh Funds Requested</b>	
Position +Amount Requested +Status (New/Existing) + Justification + Pay Rate + 5+ Key Duties/Skills	
<b>Staffing Costs – Non-City Funding Sources</b>	
Position + Other Funding Source +Amount      Total Other Funding	
<b>Program Costs – City of Raleigh Funds</b>	
Item +Amount Requested +Justification	
<b>Program Costs – Non-City Funding</b>	
Item + Funding Source Amount	
<b>Administrative Costs (Non-City Funds Only)</b>	

Cost Type+ Funding Source+ Amount
<b>Budget Totals &amp; Final Calculations</b>
Total Project Budget ( <i>exclude Administrative cost</i> ): \$ _____
Total Operating Project Budget ( <i>include Administrative cost</i> ): \$ _____
Total Non-Reimbursable Admin Costs:\$ _____
Total Reimbursable Staff Costs:\$ _____
Total Program Costs: \$ _____
Total Eligible Reimbursable Costs (Staff + Program):\$ _____
City Request as % of Operating Budget: _____ % (Must be < 25%)
City Request as % of Project Budget: _____ % (Must be < 50%)
<b>Section D- Program Eligibility / Consolidated Plan Priority</b> <b>(up to 40 points total for this entire section)</b>
<b>D.1 – CDBG National Objective Criteria</b> <b>(up to 16 points for this response)</b>
HUD requires every CDBG-funded project meet at least one National Objective under 24 CFR §570.208. Select the one that best matches your project.
<b>Select ONE HUD National Objective:</b>
<input type="checkbox"/> Limited Clientele – Income-Based Eligibility
At least 51% of persons served must have household income ≤ 80% Area Median Income (AMI). Applicants must collect and verify income data.
<input type="checkbox"/> Limited Clientele – Presumed Benefit
Project serves only HUD-defined presumed low-income populations, including: <ul style="list-style-type: none"> <li>• Homeless individuals</li> <li>• Abused children</li> <li>• Victims of domestic violence</li> <li>• Elderly (62+)</li> <li>• Severely disabled adults</li> <li>• Persons with HIV/AIDS</li> <li>• Migrant farm workers</li> <li>• Illiterate individuals</li> </ul>
<input type="checkbox"/> <b>Area Benefit</b>
The entire geographic service area must be located in a HUD-identified low-income area, where at least 51% of residents have low-moderate income.
Required for Area Benefit: <ul style="list-style-type: none"> <li>• Prepare to submit a map of the project site</li> </ul>

<ul style="list-style-type: none"> <li>Use HUD’s Qualified Census Tract (QCT) Map tool: <a href="https://huduser.gov/sadda/sadda_qct.html">https://huduser.gov/sadda/sadda_qct.html</a></li> </ul>
<b>A. Barriers &amp; Service Challenges</b>
Describe at least (2) two specific barriers or challenges that your project addresses for your selected population or area. Then explain how your services directly reduce or remove those barriers.
<p>Common HUD-Recognized Barriers:</p> <ul style="list-style-type: none"> <li>Racial or ethnic discrimination</li> <li>Immigration status and documentation barriers</li> <li>Gender identity or sexual orientation</li> <li>Physical, sensory, or cognitive disabilities</li> <li>Language access or low literacy</li> <li>Religious or cultural discrimination</li> <li>Geographic isolation or lack of transportation</li> <li>Aging populations or youth with limited support</li> </ul>
<b>B. HUD Data Collection Process</b>
<b>(up to 8 points for these responses)</b>
<b>When is HUD-required data collected?</b>
(Select one)
<input type="checkbox"/> Before clients receive any services
<input type="checkbox"/> After services begin
<input type="checkbox"/> Other (Explain):
<b>What HUD-required data do you collect at intake?</b>
<input type="checkbox"/> Total number of individuals served
<input type="checkbox"/> Race and ethnicity of each client (HUD categories)
<input type="checkbox"/> Household income level (compared to HUD AMI limits)
<input type="checkbox"/> HUD Income Level Categories (Based on % of AMI)
<input type="checkbox"/> Household size and composition
<input type="checkbox"/> Address (if needed for area-based eligibility)
<input type="checkbox"/> Other (specify):
<b>Who is responsible for collecting intake data?</b>
(Include staff role/title, e.g., Program Manager, Intake Coordinator)
<b>How do you ensure data is accurate and securely stored?</b>
<input type="checkbox"/> We use a secure database (e.g., Apricot, Salesforce, Excel w/password)
Specify the database
<input type="checkbox"/> Staff receive training on HUD compliance and intake procedures
Provide an overview of how training is implemented
<input type="checkbox"/> We store all physical forms in locked files

<input type="checkbox"/> We review/audit client files regularly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Annually
<input type="checkbox"/> Other -specify
<input type="checkbox"/> Other explain
<b>Targeted Clientele – Eligibility Criteria</b> <b>(up to 16 points for this response)</b>
<b>D.2 – Overview of Targeted Clientele</b>
Provide an overview of your target population and the specific needs your project addresses.
Include: <ul style="list-style-type: none"> <li>• Age range, racial/ethnic groups, gender, or other identifiers</li> <li>• Housing status, income level, health, or other vulnerabilities</li> <li>• Number of individuals served in the past 12 months for this project</li> <li>• Any significant demographic trends or disparities you’ve observed</li> </ul>
<b>D.3 – Funding Priority Populations</b>
Select all priority groups your project has served in the past 12 months and plan to serve in the upcoming grant cycle. These selections align your project with Raleigh’s Consolidated Plan priorities.
<b>Select all that apply</b>
<b>Served in the past 12 months:</b>
<input type="checkbox"/> Persons experiencing or exiting homelessness
<input type="checkbox"/> Extremely low-income persons (≤30% AMI)
<input type="checkbox"/> Low-income youth
<input type="checkbox"/> Persons with disabilities
<input type="checkbox"/> Victims of domestic violence
<input type="checkbox"/> Persons living with HIV/AIDS
<input type="checkbox"/> Seniors
<input type="checkbox"/> New project addressing gaps in service
<b>Will serve moving forward:</b>
<input type="checkbox"/> Persons experiencing or exiting homelessness
<input type="checkbox"/> Extremely low-income persons (≤30% AMI)
<input type="checkbox"/> Low-income youth
<input type="checkbox"/> Persons with disabilities
<input type="checkbox"/> Victims of domestic violence
<input type="checkbox"/> Persons living with HIV/AIDS
<input type="checkbox"/> Seniors

<input type="checkbox"/> New project addressing gaps in service
<b>D.4 – Income Eligibility Verification Process</b>
How is income verified?
<b>(Check all that apply)</b>
<input type="checkbox"/> Pay stubs
<input type="checkbox"/> Tax returns
<input type="checkbox"/> Benefit award letters (e.g., SSI, TANF, SNAP)
<input type="checkbox"/> Self-certification form
<input type="checkbox"/> Other (explain):
<b>Section E. – Program Delivery</b> <b>(up to 40 points for this section)</b>
<b>E.1. Project Delivery</b>
Is this a community-based project? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alignment with the 2026–2030 Consolidated Plan</b>
The City of Raleigh’s 2026–2030 Consolidated Plan prioritizes: <ul style="list-style-type: none"> <li>• Affordable housing</li> <li>• Homelessness prevention</li> <li>• Support services for low- and moderate-income individuals and families</li> </ul>
This year’s application cycle emphasizes projects that align with these goals and demonstrate <b><i>strong potential to promote self-sufficiency and sustainability.</i></b>
<b>Ineligible Uses of CEG Funds</b> <ul style="list-style-type: none"> <li>• General administrative or operational expenses</li> <li>• Housing construction</li> <li>• Public services for individuals earning more than 80% of the Area Median Income (AMI)</li> </ul>
<b>E.1.A – How does your project support the 2026–2030 Consolidated Plan?</b> <b>( up to 6 points for this response)</b>
Describe how your services directly increase long-term stability and independence for low- and moderate-income Raleigh residents.
<b>E.1.B – What services will you provide with CEG funds?</b> <b>(up to 6 points for this response)</b>
List and describe the specific services or activities that will be supported by CEG funding
<b>E.1.C. How will you implement these services?</b> <b>(up to 12 points for this response)</b>
Provide a clear description of how CEG-funded services will be carried out.
Your response should include:
<ul style="list-style-type: none"> <li>• Specific service activity tasks</li> <li>• Staff roles, whether full-time or part-time</li> </ul>

• Key skills/qualifications required for staff
• Frequency of activities
• Any other operational details that ensure effective delivery
<b>E.2. Goals, Outcomes, and Evaluation</b> <b>(up to 8 points for this response)</b>
Use the table below to outline measurable goals tied to the Consolidated Plan, expected outcomes, and how success will be evaluated.
SMART Goal Expected Outcome Evaluation Method
<b>E.3. Leadership &amp; Governance Support</b> <b>(up to 4 points for this response)</b>
Describe how your governing board or leadership actively supports service delivery and
<b>E.4. Language Access</b> <b>(up to 4 points for this response)</b>
Does your organization offer multilingual services?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, complete the table:
Language      Service Provided By
<b>Optional Bonus Section</b> <b>(up to 10 additional points for this section)</b>
<b>Participant Testimonial (up to 5 additional points for this section)</b>
Provide a brief testimonial from a program participant showing the positive impact of your services.
<b>Program Highlights &amp; Innovations (up to 5 additional points for this section)</b>
Share any unique accomplishments, innovations, or partnerships not addressed elsewhere.
<b>Required Documents Checklist</b>
<b>Fiscal Documents (PDFs):</b>
1. Current Year Operating Budget
2. SAM.gov Registration
3. IRS 501(c)(3) Letter
4. Financial Statements (<2 years old)
5. Audited Statements (if requesting ≥ \$25,000)
6. Most Recent IRS 990 (EZ or full)
<b>Organizational Documents (PDFs):</b>
1. Articles of Incorporation

2. By-Laws
3. Current Board List w/ Contact Info
4. Board Minutes (Application Authorization)
5. Conflict of Interest Policy
6. Org Chart with Key Personnel
7. Project Manager Resume or Credentials
8. Program/Project Policies & Procedures
9. Letters of Support (if applicable)
10. Project Site Map (if applicable)

## **APPENDIX II**

### Community Development Block Grant – Community Enhancement Grant FY 2026-2027

#### Applicant Threshold Information

##### **Eligibility Threshold Requirements**

- ✓ Application: Completed and Submitted by Deadline
- ✓ Attended at least one workshop
- ✓ 501(c)3 Status determined
- ✓ Federal Tax Identification number determined
- ✓ Unique Entity Identification Number determined
- ✓ Applicant is requesting between 20K and 50K for eligible expenses
- ✓ Applicant requested funding (no more than 25% of the Total Annual Budget)
- ✓ Applicant requested funding (no more than 50% of the Total Program Budget)
- ✓ Conflict of Interest Policy received
- ✓ Project to serve income-eligible persons determined

##### **Financial Threshold Eligibility requirements**

- ✓ No Resolved or Unresolved HUD or other federal agency findings at time of application
- ✓ No returned funds to HUD, any other federal agency, or the City of Raleigh in the past five (5) years
- ✓ No Unresolved audit issues
- ✓ No bankruptcies declared
- ✓ Budget Submitted

**\*\*\*ALL MUST BE CHECKED\*\*\***

**FY26-27 Community Enhancement Grant Scorecard**

This provides a scoring framework for evaluating proposals submitted under the City of Raleigh’s CDBG-funded Community Enhancement Grant (CEG) Program.

<b>Criteria</b>	<b>Score</b>	<b>Weight</b>
Section C-Funding Sources and Budget Sensibility	<i>up to 20 points total</i>	20%
Section D-Program/Project CDBG Eligibility Section	<i>up to 40 points total</i>	40%
Section E-Program Delivery	<i>up to 40 points total</i>	40%
<b>Total</b>	<b>100 points</b>	<b>100%</b>
<i>Sections A and B</i>	<i>No points assigned</i>	<i>No weight assigned</i>
<i>Potential Point Penalty</i>	<i>up to -8 points deducted from total score</i>	<i>Applicant response may result in a total up to <b>-8 points</b> being deducted from total application score</i>
<i>Bonus Points</i>	<i>Up to +10 additional points added to total score</i>	<i>Applicant responses may total up to <b>10 additional points</b> added to the total application score</i>

**SECTION C – Funding & Budget**  
**(up to 20 points in total for this entire section)**

**C8: Previous Grant Management**  
**(Up to 8-points deducted with this response)**

Note: This is a deduction from the total possible score.

<b>Points Deducted</b>	<b>Criteria</b>
0 pts	All previous government grants were fully spent and compliant.
-2 pts	Unspent/returned funds due to unforeseen (non-compliance) issues, with resolution.
-4 pts	Up to 25% of funds unspent/returned; minor low-risk compliance issues.
-6 pts	25–50% unspent/returned; multiple medium-risk issues (e.g., reporting gaps).
-8 pts	Over 50% unspent/returned; multiple high-risk compliance/documentation issues.

**C12: Funding Sources**

**(up to 8 points in total for this response)**

Points	Criteria
8 pts	4 or more confirmed funding sources besides City of Raleigh.
6 pts	3 additional sources.
4 pts	2 additional sources.
2 pts	1 additional source.
0 pts	No additional funding sources.

**C13: Budget Sensibility**

**(up to 12 points in total for this response)**

Points	Criteria
12 pts	Budget is fully detailed, aligned with eligible activities, with clear justifications.
8 pts	Mostly defined and justified. Some line items are vague or weakly justified.
4 pts	Multiple line items unclear or not eligible.
0 pts	Budget is unclear, lacks justification, or misaligned.

**SECTION D – CDBG Eligibility & Clientele**

**(up to 40 Points for entire section)**

**D1-A: CDBG National Objective Alignment**

**(up to 16 points for this response)**

Points	Criteria
16 pts	Objective clearly aligned with project and two barriers thoroughly explained.
12 pts	Objective closely related; barriers mostly explained.
8 pts	Some relation; vague or basic barrier explanation.
4 pts	Objective weakly related; unclear barriers.
0 pts	No relation or explanation provided.

**D1-B: HUD Data Collection Process**

**(up to 8 points for these responses)**

Points	Criteria
8 pts	Data collection process is clearly defined and complete.

6 pts	Mostly defined.
4 pts	Basically defined.
2 pt	Vaguely defined.
0 pts	Not defined.

**D2: Targeted Clientele-Eligibility Overview**  
 (up to 16 points for these responses)

Points	Criteria
16 pts	Target population is clearly identified and aligned with the project. Process is clearly defined and documented.
12 pts	Mostly defined.
8 pts	Vaguely defined.
4 pts	Weak or unclear definition.
0 pts	Cannot determine target population.

**SECTION E – Program Delivery**  
 (up to 40 Points for this entire section)

**E.1.A – How does your project support the 2026–2030 Consolidated Plan?**  
 (up to 6 points for this response)

Points	Criteria
6 pts	Explanation is clearly defined and specific.
4 pts	Mostly defined.
2 pts	Somewhat defined. Vague.
0 pts	Not defined.

**E.1.B – What services will you provide with CEG funds?**  
 (up to 6 points for this response)

Points	Criteria
6 pts	Explanation is clearly defined and specific.
4 pts	Mostly defined.
2 pts	Somewhat defined.
0 pts	Not defined.

**E.1.C. How will you implement these services?**

**(up to 12 points for this response)**

Points	Criteria
12 pts	Activities are clearly outlined and linked to outcomes.
9 pts	Mostly defined.
6 pts	Somewhat defined.
3 pts	Vaguely defined.
0 pts	Not defined.

**E.2. Goals, Outcomes, and Evaluation**

**(up to 8 points for this response)**

Points	Criteria
8 pts	Goals, outcomes, and evaluation fully defined.
6 pts	Mostly defined.
4 pts	Somewhat defined.
2 pts	Barely defined.
0 pts	Not defined.

**E.3. Leadership & Governance Support**

**(up to 4 points for this response)**

Points	Criteria
4 pts	Leadership support well defined.
3 pts	Leadership mostly defined.
2 pts	Leadership somewhat defined.
1 pt	Leadership barely defined.
0 pts	Leadership not defined.

**E.4. Language Access**

**(up to 4 points for this response)**

Points	Criteria
4 pts	Language access well defined
3 pts	Language access mostly defined.
2 pts	Language access is somewhat defined.
1 pt	Language access is barely defined.
0 pts	Language access is not defined.

**BONUS QUESTIONS – Optional**

**(10 additional points for this entire section)**

**Bonus 1: Participant Testimonial**

**(up to 5 Points additional points for this response)**

<b>Points</b>	<b>Criteria</b>
5 pts	Highly impactful and clearly supports funding concept.
4 pts	Impactful and generally supports funding.
3 pts	Relevant to project but limited impact.
2 pts	Vague relevance.
1 pt	Provided but not relevant.
0 pts	Not provided.

**Bonus 2: Unique Accomplishments**

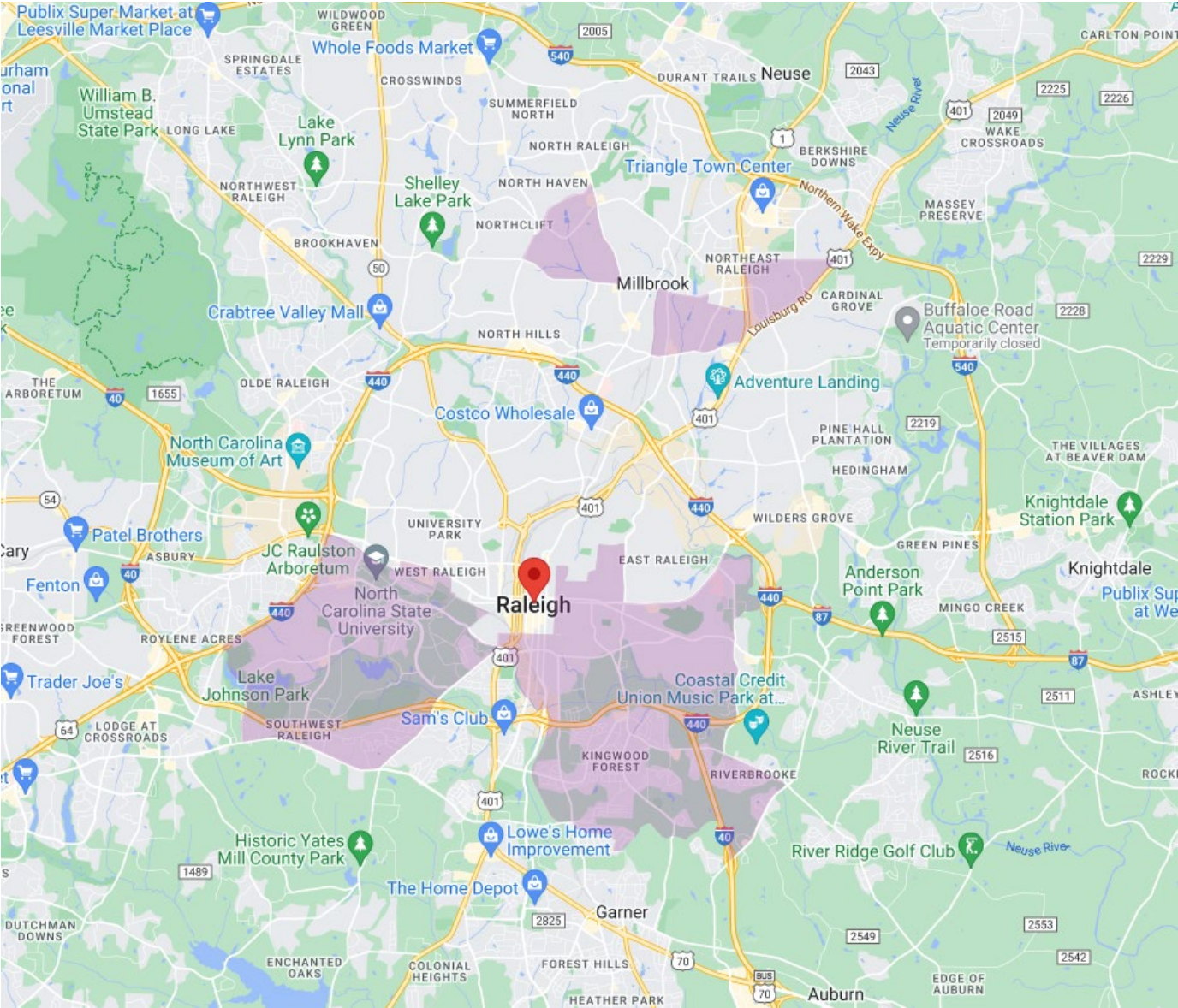
**(up to 5 additional points for this response)**

<b>Points</b>	<b>Criteria</b>
5 pts	Strong, detailed accomplishments aligned with project goals.
4 pts	Mostly detailed and relevant.
3 pts	Generally relevant.
2 pts	Unclear relevance.
1 pt	Provided but unrelated.
0 pts	Not provided.

**APPENDIX III**

**HUD QUALIFIED CENSUS TRACT MAP**

[https://www.huduser.gov/portal/qct/index.html?utm\\_source](https://www.huduser.gov/portal/qct/index.html?utm_source)



## **APPENDIX IV**

### **INCOME VERIFICATION**

All low-moderate income eligibility determinations for CDBG-assisted projects/beneficiaries in Raleigh, NC.

#### **Income Definition & Limits**

Use the definition of Annual Income per 24 CFR § 5.609, including all monetary and non-monetary income from adult household members, plus unearned income from dependents under 18, unless specifically excluded.

Net family assets over \$50,000, adjusted annually for inflation, shall trigger inclusion of an imputed return using HUD's passbook savings rate, if actual income from those assets is unknown or unascertainable.

Use definitions of "minor," "live-in aide," "foster adult/child," etc., consistent with 24 CFR §§ 5.603, 5.403.

#### **Adjusted Income / Deductions**

Deductions under § 5.611 shall be considered, including for dependents, elderly / disabled households, medical / health care expenses (unreimbursed) that exceed 10% of annual income, etc.

Policies for hardship deductions when households cannot pay due to unanticipated medical/disability-related expenses shall be in writing.

#### **Recertification & Interim Reviews**

Conduct annual recertification based on the income received in the prior 12 months, unless using safe harbor or alternate determination method.

Interim review required when household reports a change in income or situation resulting in an adjusted income increase or decrease of 10% or more (or lower threshold if local policy mandates).

#### **Safe Harbor / Alternate Determinations**

When applicable, allow the use of safe harbor determinations under § 5.609(c)(3): i.e., accepted income determinations made under other means-tested programs may be used prior to adjusting for deductions under § 5.611.

Ensure that policies specify which programs are eligible for safe harbor, and what documentation will be required.

### **Self-certification & Verification**

Self-certifications may be accepted for public service or indirect benefit activities (non-housing direct financial assistance) only.

For direct financial benefit / housing assistance (e.g. down payment assistance, rental subsidy), use source documents: pay stubs, tax returns, bank statements, etc.

Grantee will select a sample (suggested minimum 20%) of self-certification cases for backup verification.

### **Documentation**

For every eligible household, maintain in the file: household income sources, excluded incomes, assets and net family assets, deductions claimed, documentation used, certification forms.

Local policy shall specify the timeframe for “recent documentation” (e.g. pay stubs within last 30/60 days, tax returns, etc.).

### **Training & Compliance**

Staff responsible for eligibility must be trained in HOTMA provisions, updated definitions, safe harbor use, and documentation requirements.

Periodic internal audits/monitoring will verify that determinations are being made consistent with updated rules (income & asset exclusions, deductions, etc.)



## **APPENDIX VI**

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

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

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

#### **1. Compensation; Time of Payment**

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

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

All invoices must include the applicable Purchase Order Number.

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

#### **2. Workmanship and Quality of Services**

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

#### **3. Non-discrimination**

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

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

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

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation,

gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

**5. Assignment**

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

**6. Applicable Law**

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

**7. Insurance**

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

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

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

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

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

**Certificate of Insurance** – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in

full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

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

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

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

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

## **8. Indemnity**

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

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

**9. Intellectual Property**

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

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

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

**10. Force Majeure**

Except as otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

**11. Advertising**

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

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

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

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

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials

being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

**13. Cancellation**

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

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

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

**14. Laws/Safety Standards**

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

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

requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

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

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site.

Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractor's employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

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

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

**16. Miscellaneous**

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the

services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

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

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

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to including but not limited to review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

**18. E – Verify**

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. Chapter 64 Article 2. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. Chapter 64 Article 2.

**19. Iran Divestment Act Certification**

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

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

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

## **APPENDIX VII**

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

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

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

1. **Access to Records and Record Retainage.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The City of Raleigh, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
2. **Age Discrimination Act of 1975.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
3. **Americans with Disabilities Act of 1990.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).
4. **Byrd Anti-Lobbying Amendment.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.
5. **Civil Rights Act of 1964 – Title VI.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

intelligence.

10. **Copeland “Anti-Kickback” Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.
12. **Debarment and Suspension.** All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
13. **Domestic Procurement Preference.** As appropriate and to the extent consistent with law, the City of Raleigh’s Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of

coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.
15. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
16. **Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
17. **Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.
18. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
19. **Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub-

consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

20. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.
21. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
22. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
23. **Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
24. **Rehabilitation Act of 1973.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
25. **Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative,

contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

26. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the City in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
27. **Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.
28. **Termination.** All contracts shall contain suitable provisions for termination by the City, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City, including the manner by which it will be given legal effect, and the basis for settlement. See [2 CFR Appendix II to Part 200\(B\)](#).
29. **Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
30. **Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
31. **Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

32. **USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
  
33. **Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

## APPENDIX VII

### EXCEPTIONS TO THE RFP

**CHECK ONE:**

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

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

9					
10					
11					
12					

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

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