

**REQUEST FOR INFORMATION  
FOR  
HUD CPF GRANT MANAGEMENT, ENVIRONMENTAL REVIEW & ASSESSMENT  
SERVICES**

Haywood Community College (HCC) is seeking statements of qualifications from experienced consultants or firms to provide grant management and compliance support services for a HUD FY2024 Community Project Funding (CPF) grant. The base scope of services will be contracted on an hourly, not-to-exceed basis, with a clearly defined scope of work. A sample contract for these services has been provided for reference under Appendix C.

**Project Background**

HCC has received a \$5,000,000.00 CPF grant for the renovation and expansion of its Workforce & Industry Center, located at 144 Industrial Park Drive, Waynesville, NC. The 17,000–20,000 SF addition will include instructional labs, classrooms, offices, and circulation space. The project will be implemented in phases with environmental review, DRGR system entry, and cost reimbursement processing in accordance with HUD guidance.

**Scope of Services**

The selected firm will support HCC with the detailed “Scope of Services” included as Appendix A.

**Environmental Review Compliance 24 CFR Part 50**

As a non-governmental grantee, HCC is subject to the HUD-led environmental review process under 24 CFR Part 50. The selected provider must demonstrate experience supporting grantees subject to Part 50, including coordinating with HUD Regional Environmental Officers, preparing environmental documentation, and ensuring no choice-limiting actions occur prior to NEPA clearance.

**Contract Term**

The base contract will be established as an hourly, not-to-exceed agreement for the specified scope of work, effective through the grant performance period. Additional services, not expressly stipulated in Appendix A “Scope of Services,” shall be billed separately under the same agreement, according to an approved hourly rate schedule.

**Minimum Qualifications**

- Minimum 2 years’ experience with HUD-funded grant management
- Familiarity with DRGR, 2 CFR Part 200, HEROS, and CPF grant requirements
- Demonstrated understanding of environmental reviews under 24 CFR Part 50 (including ASTM E1527 Phase I Environmental Site Assessments)
- Demonstrated understanding of review processes related to HUD Historic Preservation and Tribal Historic Preservation reviews for grant compliance.

## Evaluation Criteria and Process

Firms will not be considered unless the following minimum qualifications are met:

- Firm must be properly registered with the Office of the Secretary of State of North Carolina (as applicable);
- Firm must have, and detail in their response, experience in conducting HUD Grant consulting services, but not limited to:
  - Minimum 3 years' experience with HUD-funded grant management
  - Familiarity with the procedural requirements of HUD CPF Grants
  - Familiarity with DRGR, 2 CFR Part 200, and HEROS
  - Demonstrated understanding of environmental reviews under 24 CFR Part 50 and environmental assessment completion (including ASTM E1527 Phase I Environmental Site Assessments)
  - Demonstrated understanding of review processes related to HUD Historic Preservation and Tribal Historic Preservation reviews for grant compliance.
  - Categorical Exclusion Subject to 24 CFR 50 documentation
  - Early identification of additional required consultations, studies, and reports

Evaluation criteria consist of:

- 30 Points - Qualifications and Relevant Experience of Firm;
- 25 Points - Key Team Members in Providing Similar Services for Similar Projects;
- 20 Points - Proposed Timeline for this Project;
- 25 Points - Project Understanding, Methodology and Approach;

Haywood Community College will appoint an evaluation committee whose responsibilities will include performing technical evaluations of each response and making selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies, and risks associated with each response. Interviews are not anticipated, but may be held at the discretion of the evaluation committee. Haywood Community College reserves the right to obtain clarification or additional information, including samples of previously completed HUD CPF grant records, from any firm regarding its response.

Haywood Community College reserves the sole right to select the most qualified consultant(s) on the basis of best overall response(s) that is most advantageous to the College. Firms that submit responses **will** be notified of the selection results.

## Submittal Requirements & Response Format

The response package shall be a digital submittal and shall consist of a cover letter, responses to the specific inquiries outlined below, and a set of completed Forms 1 through 6. Interested firms must submit their complete response package in PDF format to the email address listed under the submission instructions.

Responses are limited to a maximum of 15 numbered pages, excluding required forms, and resumes. Responses should be formatted for 8 ½" x 11" paper; however, pages with organizational charts, matrices, or diagrams may be formatted on larger sheets. Non-conforming submissions may be removed from consideration at the sole discretion of Haywood Community College.

Cover Letter: General Information

- Describe your interest in this project and the unique advantage your firm and team brings.
- What challenges or impediments could affect the schedule or budget for the project? How do you propose to address and mitigate these? Give examples of similar challenges on your past projects.
- State any conflicts of interest your firm or any key team member may have with this project.
- Identify and describe any pending claims, disputes, and/or litigation and any that occurred within the past five (5) years involving your firm or any of your proposed subcontractors. With respect to resolved matters, describe the outcome.
- Provide a description of the firm and any anticipated subcontractors that will enter into the contract(s) with Haywood Community College, including origin, background, current size, financial capacity, available resources, general organization, and company headquarters.

Qualifications and Relevant Experience of Firm and Key Team Members in Providing Similar Services, including Experience and Required Certifications for Similar Projects

- List a maximum of five (3) relevant, similar projects, either currently in progress or having been completed in the past three (5) years, containing work comparable to this specific project, including any projects with the County, as follows:
  - List only projects involving the key team members or subcontractors proposed for this project.
  - List project in date order with newest projects listed first, and include the following:
    - Brief project description;
    - Owner's representative having knowledge of the firm's work, include the contact name, phone, email, address;
    - Contract dollar amount and the total time period involved;
    - Discuss the methods, approach, and controls used on the project in order to complete it in an effective, timely, economical and professional manner.
- Provide an organization chart of all key team members who will be directly involved in providing services, including any subcontractors, to be assigned specifically to this project. Identify the Project Manager who will be empowered to make decisions for and act on behalf of the firm. Identify any member of the team that is certified as a minority-owned, women-owned, service-disabled veteran-owned small business, disadvantaged small business or small business firm.

- Discuss your firm's/team's qualifications, including HUD NEPA and supportive services that can be provided, and previous experience on similar or related projects. Supportive services include, but are not limited to, wetland delineations; threatened and endangered species surveys and reports; Section 106 historic and archaeological surveys; Phase I & II Environmental Site Assessments; lead-based paint, asbestos-containing material, and radon surveys and abatement; and permit identification.
- Describe any previous collaboration(s) between key team members, the responsibilities of each team member during these collaborations, and the project(s) outcome. Cite any significant achievements reached as a result of this collaboration. Discuss the successes of the team collaboration, any problems encountered, and methods used to mitigate issues.
- Resumes may be submitted for each proposed key team member. Resumes will not be counted towards the page limit.

#### Availability of the Firm and Key Team Members for this Project

- Describe a specific project or example that illustrates your team availability and responsiveness.
- Discuss availability of key team members by providing a list of current projects/work for each key team member

#### Project Understanding, Methodology and Approach

- Discuss the firm's understanding of the project's objectives and describe the proposed approach to deliver the requested services in an effective, timely and professional manner. Describe any methods the firm intends to use to reduce project costs. Outline the firm's plans, structure, and services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the respondent's intended methods for servicing the requirements of all aspects of the project set forth herein.
- Describe any support needed from Haywood Community College staff in order to execute the services.
- Describe the firm's Project Management and Quality Control procedures, processes for performance, and past involvement in projects of similar nature to those anticipated as a result of this solicitation.
- Discuss the firm's Management and Quality Control procedures related to subcontractors.
- Discuss the firm's processes and procedures for meeting schedules and budgets.

#### Required Forms

- Forms 1 through 6 provided with this RFQ shall be completed and submitted with the Response. These Required Forms will not be counted towards the page limit.
- Respondents shall provide hourly billing rates for all personnel who may be assigned to this contract. Rates must be fully burdened (inclusive of wages, benefits, overhead, and profit). Hourly rates shall remain firm for the initial contract term. Appendix B shall be used for reference. The hourly rate schedule will not count toward the page limit.

## **Submission Instructions**

Responses must be submitted by 4:00 PM EST on September 22, 2025 to the email provided below:

### **Megan Ayscue**

Grants Coordinator, Institutional Research and Grants

Haywood Community College

185 Freedlander Drive

Clyde, NC 28721

Email: [mayscue2019@haywood.edu](mailto:mayscue2019@haywood.edu)

## FEDERAL CONTRACT TERMS AND CONDITIONS

The remuneration for contracted services **will** be funded in part by federal funds made available through the CDBG-DR program. Contracts will therefore be subject to all applicable provisions of the CDBG-DR program, federal and state law, and regulations, as may be amended including, but not limited to, HUD regulations found at 24 CFR Part 570. This Exhibit must be included in all solicitations, including when federal funds might be used to purchase products, services, or construction solicited under this RFQ. This Exhibit is attached and will be incorporated into the contract between the County and the selected firm (Company). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

Contracts resulting from this solicitation process will be for a fixed price and task orders may be issued with federal funds. The provisions required under 2 CFR §200.326 and as provided under 2 CFR Part 200, Appendix II, among other provisions, are incorporated herein by reference.

- Debarment and Suspension. The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p.189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the County immediately. The Company's completed Form XX - Vendor Debarment Certification is incorporated herein as Form No. 3, included.
  - Record Retention. The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives notice that the County has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
  - Procurement of Recovered Materials. The Company represents and warrants that in its performance under the Contract, the Company shall 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 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring
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solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- Clean Air Act and Federal Water Pollution Control Act. The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (Clean Water Act) as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the federal awarding agency and the Regional Office of the EPA.
  - Energy Efficiency. The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  - Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Company certifies that:
    - No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
    - If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]<sup>1</sup>.
    - The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
    - The Company's completed Non-Collusive Certification is incorporated herein as Form No. 5.
  - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the company must comply 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, the Company is required to
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compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or purchases of transportation or transmission of intelligence.

- Right to Inventions. If the federal award is a "funding agreement" under 37 CFR 401.2 and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the County must comply 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.
- DHS Seal, Logo, and Flags. The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, Company, or any other party pertaining to any matter resulting from the Contract.

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REQUIRED FORMS

Form 1- Execution of Response

HUD CPF Grant Management Consulting Services

The person executing this response, on behalf of the Consultant, being duly sworn, solemnly swears or affirms that neither he, nor any official, agent or employee of the consultant has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Consultant has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Consultant intends to do the work with his own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFQ constitutes certification that the Consultant and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that Haywood Community College will be notified of any change in this status.

NC General Statute 133-32 and Local Policy prohibit any gift from anyone with a contract with Haywood Community College, or from any person seeking to do business with Haywood Community College. By execution of this SOQ, you attest, for your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The information contained in this SOQ, including its forms and other documents, delivered or to be delivered to Haywood Community College, is true, accurate, and complete. This SOQ includes all information necessary to ensure that the statements therein do not in whole or in part mislead Haywood Community College as to any material facts.

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**TYPE of CONSULTANT**                      Sole Proprietor \_\_\_\_\_  
*(Please Indicate)*                              Partnership                      \_\_\_\_\_  
    Corporation                      \_\_\_\_\_ *(Identify the State of incorporation)*  
    Limited Liability Company                      \_\_\_\_\_ *(Identify the State of incorporation)*

Company Legal Name \_\_\_\_\_

EIN. \_\_\_\_\_ SAM-CAGE No. \_\_\_\_\_ DUNS No. \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Form 2 - Commercial Non-Discrimination Certification

HUD CPF Grant Management Consulting Services

**Consultant's Name:** \_\_\_\_\_

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

In preparing its SOQ, the Consultant has considered all bids/proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2 below.

For purposes of this section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.

Without limiting any other remedies that Haywood Community College may have for a false certification, it is understood and agreed that, if this certification is false, such false certification **will** constitute grounds for Haywood Community College to reject the SOQ submitted with this certification and terminate any contract awarded based on such SOQ.

As a condition of contracting with Haywood Community College, the Consultant agrees to promptly provide to Haywood Community College all information and documentation that may be requested by Haywood Community College from time to time regarding the solicitation and selection of subcontractors and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for Haywood Community College to reject the SOQ and to terminate any contract awarded on such SOQ.

As part of its bid/proposal, the Consultant shall provide to Haywood Community College a list of all instances within the past ten years where a complaint was filed or pending against the Consultant in a legal or administrative proceeding alleging that the Consultant discriminated against its subcontractor, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

By: \_\_\_\_\_  
Signature of Authorized Official

Title: \_\_\_\_\_

Form 3 - Vendor Debarment Certification

HUD CPF Grant Management Consulting Services

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under this Agreement, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or, in some instances, criminal prosecution.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Form 4 - Non-Collusion Certification

HUD CPF Grant Management Consulting Services

**AFFIDAVIT– Non-Collusion**

**Haywood Community College**

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_ ,  
the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a **collusive** or **sham** bid;
4. Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees, parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

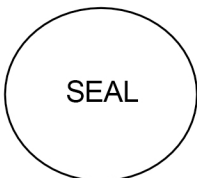
Signature of Affidavit: \_\_\_\_\_

Name of Affiant (Print or Type): \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ , County of \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_



Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Form 5 - Key Team Member Matrix

HUD CPF Grant Management Consulting Services

[Respondent to Provide Matrix with Response]

Form 6-References

HUD CPF Grant Consulting Services

Respondent to Provide a Minimum of Three References from projects involving HUD or Similar Federal Funding

# Appendix A – Scope of Services

## Purpose

The selected firm will provide professional grant management and compliance services to support Haywood Community College (HCC) in the administration of its HUD FY2024 Community Project Funding (CPF) grant for the Workforce & Industry Center Renovation. Services will be provided on an as-needed, hourly basis under a not-to-exceed agreement.

## Scope of Services

The firm shall perform the following services, as requested by HCC:

### 1. Grant Administration & DRGR Management

- Establish and maintain the DRGR Action Plan, including activity and budget entry.
- Prepare and submit drawdown requests for HUD reimbursement.
- Maintain financial and program documentation in compliance with 2 CFR Part 200 and HUD requirements.
- Support HUD monitoring visits, audits, and financial reviews.

### 2. Reporting & Recordkeeping

- Prepare and submit quarterly and annual performance and financial reports as required.
- Complete Section 3, Minority/Women-Owned Business (M/WBE), and other HUD compliance certifications.
- Maintain organized records of expenditures, procurement actions, contracts, and subrecipient documentation.
- Assist HCC staff in responding to HUD data requests.

### 3. Environmental Review Compliance

- Provide technical assistance to ensure compliance with HUD-led environmental review requirements under 24 CFR Part 50.
- Coordinate with HUD Regional Environmental Officers.
- Prepare required environmental documentation.
- Ensure that no choice-limiting actions occur prior to HUD issuance of environmental clearance.

### 4. Compliance & Technical Assistance

- Advise HCC on eligible uses of funds, allowable costs, and applicable restrictions under CPF guidance.
- Ensure compliance with Uniform Guidance (2 CFR Part 200), including procurement, cost principles, and audit requirements.
- Provide technical assistance to college staff regarding HUD rules and requirements.
- Review procurement and contract actions for compliance with HUD and federal regulations.

## **5. Coordination & Communication**

- Serve as liaison with HUD Grant Officer, System Officer, and other HUD representatives.
- Participate in project and coordination meetings as requested.
- Provide timely updates on HUD requirements, deadlines, and compliance obligations.

## **6. Closeout & Post-Award Support**

- Assist with preparation and submission of grant closeout documentation.
- Ensure compliance with HUD retention and audit requirements.
- Provide guidance on record disposition and final performance reporting.

## **Deliverables**

The firm shall provide:

- Completed DRGR entries, drawdown requests, and Action Plan updates.
- Required HUD reports, certifications, and documentation.
- Environmental review support materials.
- Written guidance, memos, or checklists as needed to document compliance.
- Closeout documentation and final reporting assistance.

# Appendix B – Hourly Rate Schedule Template

## Instructions:

Respondents shall provide hourly billing rates for all personnel who may be assigned to this contract. Rates must be fully burdened (inclusive of wages, benefits, overhead, and profit). Hourly rates shall remain firm for the initial contract term.

Haywood Community College reserves the right to negotiate final rates and a not-to-exceed contract value with the selected firm(s).

## Labor Category / Position Hourly Rate (\$) Notes (if applicable)

Principal-in-Charge	\$____ / hr
Project Manager	\$____ / hr
Senior Grant Administrator	\$____ / hr
Environmental Specialist	\$____ / hr
Compliance Specialist	\$____ / hr
Financial Analyst	\$____ / hr
Administrative Support	\$____ / hr
Other (specify): _____	\$____ / hr

## Additional Requirements:

- Provide any standard reimbursable expenses (if applicable), such as travel, copies, or postage. Indicate whether these are billed at cost or as a percentage add-on.
- Identify any subcontracted personnel or firms included in the rate schedule.

# Appendix C – Contract Template

## Proposed Contract for Grant Management and HUD CPF Compliance Services

This Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the **Trustees of Haywood Community College** (“HCC”), located at 185 Freedlander Drive, Clyde, NC 28721, and \_\_\_\_\_ (“Consultant/Firm”), a professional consulting firm authorized to do business in the State of North Carolina.

### Article I – Purpose

- 1.1 HCC has received a HUD FY2024 Community Project Funding (CPF) Grant in the amount of **\$5,000,000** for the Workforce & Industry Center Renovation project.
- 1.2 The purpose of this Agreement is to engage Consultant to provide professional grant management and compliance services to ensure adherence to HUD requirements, federal regulations, and state law.

### Article II – Scope of Services

- 2.1 Consultant shall perform services on an hourly, not-to-exceed basis as directed by HCC.
- 2.2 Services shall include all services listed in (Attachment A – Scope of Services).

### Article III – Term of Agreement

- 3.1 The initial term shall commence upon execution and continue through **one year past completion of construction**, unless terminated earlier under Article X.
- 3.2 The Agreement may be renewed annually, subject to mutual written agreement, through the CPF grant performance period (anticipated through 2032).

### Article IV – Compensation

- 4.1 Services shall be billed hourly according to the approved rate schedule (Attachment B – Hourly Rate Schedule).
- 4.2 The Agreement shall be subject to a **Not-to-Exceed (NTE)** amount, established in the Notice to Proceed or task order.
- 4.3 Payment will be made by HCC on a cost-reimbursement basis, consistent with **2 CFR Part 200** requirements.

### Article V – Compliance with Laws

5.1 Consultant shall comply with all applicable federal, state, and local laws, regulations, and HUD guidance, including but not limited to:

- **2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

- **24 CFR Part 50 – HUD Environmental Review Procedures**
- **Section 3 of the Housing and Urban Development Act of 1968**
- Equal Employment Opportunity (EEO) and non-discrimination requirements
- North Carolina General Statutes governing conflicts of interest and procurement

## **Article VI – Insurance**

6.1 Consultant shall maintain insurance coverage, at its sole cost, as follows:

- Professional Liability (Errors & Omissions) – \$3,000,000
- General Liability – \$1,000,000
- Automobile Liability – \$1,000,000
- Umbrella (excess) Liability - \$5,000,000
- Workers' Compensation – statutory requirements of North Carolina law

6.2 Certificates of insurance naming **Trustees of Haywood Community College** as an additional insured shall be provided prior to contract execution.

## **Article VII – Indemnification**

7.1 To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless HCC, its trustees, officers, employees, and agents from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from Consultant's performance of this Agreement, except where caused by HCC's sole negligence.

## **Article VIII – Independent Contractor**

8.1 Consultant shall perform services as an independent contractor and not as an employee or agent of HCC.

8.2 Consultant shall be solely responsible for the acts of its employees, agents, and subcontractors.

## **Article IX – Records and Audit**

9.1 Consultant shall maintain complete and accurate records of all services performed and costs incurred under this Agreement.

9.2 Records shall be preserved for a minimum of five (5) years after completion.

9.3 Such records shall be made available for inspection and audit by HCC, HUD, or authorized federal/state auditors upon request.

## **Article X – Termination**

10.1 Either party may terminate this Agreement without cause upon thirty (30) days written notice.

10.2 HCC may terminate immediately for cause, including failure to perform, non-compliance with laws or regulations, or misrepresentation.

10.3 Upon termination, Consultant shall be entitled to payment for authorized services satisfactorily performed up to the date of termination.

**Article XI – Entire Agreement**

11.1 This Agreement, including attachments and incorporated documents, constitutes the entire understanding of the parties.

11.2 Amendments shall be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**TRUSTEES OF HAYWOOD COMMUNITY COLLEGE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chair, HCC Board of Trustees

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

**CONSULTANT/FIRM**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attachment A – Approved Hourly Rate Schedule**