



Request for Proposals # **274-PLANDEV-2025-MS**

Title: Market Study and Design Analysis for
Redevelopment Sites: Former DMV
and Moore Square East

Issue Date: June 23, 2025

Due Date: July 18, 2025
No later than 5:00PM EST
**Late proposals will not be accepted.*

Issuing Department: Planning and Development

**Direct all inquiries
concerning
this RFP to:** Jake Levitas
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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/>.



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1. Overview and Purpose

The City of Raleigh (COR) is soliciting proposals from qualified firms to conduct real estate market studies and initial design analyses for two City-owned property assemblages: (1) the former State DMV Headquarters site (“the DMV site”) located at 1100 New Bern Avenue and (2) a collection of parcels east of Moore Square (“Moore Square East”). Together, these sites represent two of the largest and highest-profile City-led urban redevelopment opportunities in Raleigh’s history.

The implementation timelines and strategies for each site will have unique considerations, as outlined in the Background section of this solicitation. The analysis conducted through this scope of work will help inform the City’s redevelopment strategy for both sites, ensuring the selected project proposals align with economic considerations, design constraints, and community goals. The selected consultant will assess market conditions across several potential uses and will analyze high-level design and land use scenarios based on site constraints and opportunities.

	DMV SITE	MOORE SQUARE EAST
Parcel Map		 <small>*City of Raleigh owned parcels outlined in bright green.</small>
Location	1100 New Bern Avenue	215 S. Person St., with frontage on S. Person, E. Martin, S. Bloodworth, and E. Hargett St.
Parcel Count	1 parcel	6 parcels
Acres	5.37 acres	1.15 acres (excludes AH)
Zoning	OX-5-TOD	DX-20-SH, DX-12-UG

The City estimates the budget for this scope of work to be approximately **\$100,000**, inclusive of all expenses and fees. Proposers are free to propose any budget amount they feel necessary to conduct the work. The City will consider cost alongside other factors in ranking proposals and is not obligated to select the Proposal with the lowest proposed budget.

1.1 Consultant Expertise

This solicitation is open to single firms, as well as consultant teams featuring a prime consultant and one or more subconsultants. We expect the consultant firm/team to have the following base experience, with the real estate tasks comprising the majority of the project scope and budget. Localized real estate and design experience within the Raleigh market and regulatory environment is preferred.

Real Estate

- Real estate market analysis
- Real estate finance and pro forma creation
- Affordable housing finance
- Public-private partnership strategies

Design Due Diligence

- Site constraints and feasibility analysis
- Architecture, urban design, and site planning (concept-level)
- Land use and zoning
- Test fits of select building types

1.2 Scope of Work Summary

The selected firm/team will provide the following services:

- Task 0: Kickoff and Due Diligence
- Task 1: Real Estate Market Analysis
- Task 2: Conceptual Site Plans
- Task 3: Financial Feasibility and Partnership Strategies
- Task 4: Final Report and Presentation

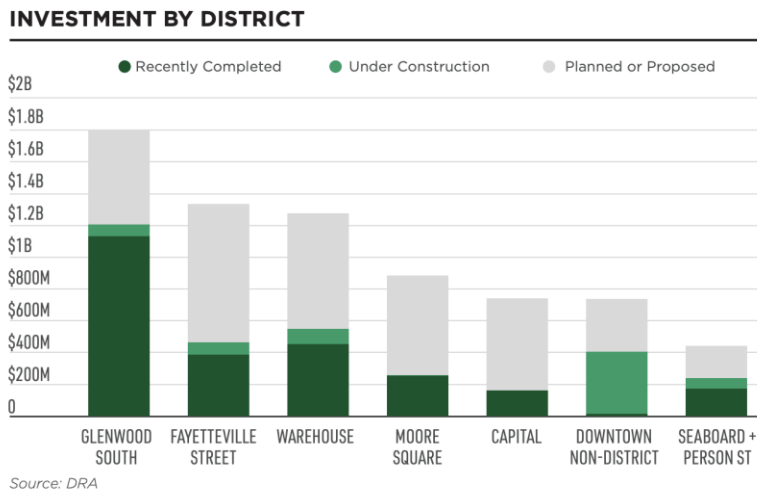
A detailed description of the scope is found in Section 3 of this solicitation.

1.3 Raleigh Market

The City of Raleigh, the capital city of North Carolina, anchors one of the fastest growing metro areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the Triangle area. The mild climate, diverse work force, and proximity to Research Triangle Park combine to make Raleigh a great place to live and work. For these reasons, Raleigh had the third fastest growing population among major US markets in 2024.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh’s existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City seeks to improve quality of life for neighborhoods and a high standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs.

Downtown Raleigh among the Triangle’s most vibrant areas, serving as a major employment hub featuring local restaurants, music venues, universities, and museums. According to the [2024 State of Downtown Report](#) published by the Downtown Raleigh Alliance, Downtown Raleigh has a development pipeline valued at \$7.4 billion including projects planned, under construction, or completed since 2015. This development activity is somewhat concentrated in the Glenwood South district, though there have been major investments in the Warehouse District, Fayetteville Street, and emerging areas like Seaboard Station.



Looking specifically at the downtown multifamily submarket, there have been more than 4,250 units delivered since the start of 2023 and another 1,300 units currently under construction, creating an influx of new supply (CoStar Downtown Raleigh Submarket Report, June 2025). While absorption rates have been high, the wave of supply since 2023 has led to negative rent growth year-over-year and rising interest rates have contributed to market tightening. This has curbed the feasibility outlook for high-rise residential, leading some projects to stall in this submarket. That said, North Hills has continued to support higher rents and has one 20-story residential tower under construction and others proposed. This effect is somewhat similar in Charlotte and Atlanta, where the South End and Midtown districts respectively see more high-rise residential construction than their downtown districts.

2. Project Background

2.1 Moore Square East Background

Relevant City Plans and Studies

As noted in the [2030 Comprehensive Plan](#), the Moore Square East site is designated Central Business District in the City's Future Land Use Map, which states that "This category applies to the Raleigh Central Business District and is intended to enhance Downtown Raleigh as a vibrant mixed-use urban center. The category recognizes the area's role as the heart of the city, supporting a mix of high-intensity office, retail, housing, government, institutional, visitor-serving, cultural, and entertainment uses."

The Downtown Element of the Comprehensive Plan has several relevant policies to the subject site, including the following:

Policy DT 1.3—Underutilized Sites in Downtown: Encourage the redevelopment of underutilized sites in downtown, included but not limited to vacant sites, surface parking lots, and brownfield sites.

Policy DT 1.8—Redevelopment of City-owned Sites: Redevelop city-owned sites to include a mix of uses that will advance the vision of downtown as a vibrant employment, population, cultural, arts, and entertainment center. Where appropriate, integrate greenway trails and/or other recreational and open space amenities.

The redevelopment of Moore Square also aligns with the [Downtown Plan](#), which has a vision statement "To realize downtown's potential as a dynamic city-center neighborhood anchoring tourism, entertainment, and culture." Sections SA-11, -24, -26, and -32 encourage developing vacant and underbuilt sites in downtown and for each City-owned site, refining a vision and developing priorities for its future use.

Project Status

The City of Raleigh issued a [Request for Proposals for the redevelopment of Moore Square East and South](#) cluster sites in March 2022. These City-owned parcels (outlined in green) represent a rare, generational opportunity for the City to act on its aspirational policy goals and directly impact the future of our downtown. **The vision for Moore Square as defined in the RFP is to deliver high quality, mixed-use development and affordable housing to activate the park.** A successful project will contribute to the vitality and vibrancy of the adjacent assets of Moore Square Park and the historic City Market, leverage current and future transit access, increase housing choices, and maximize affordability.

Moore Square East Site Description



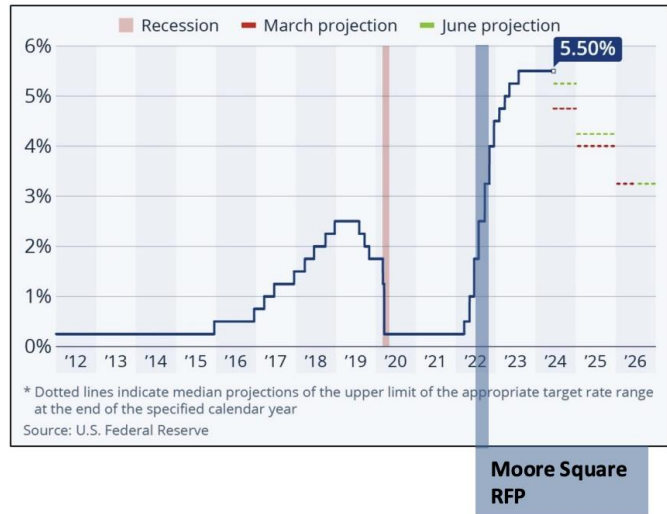
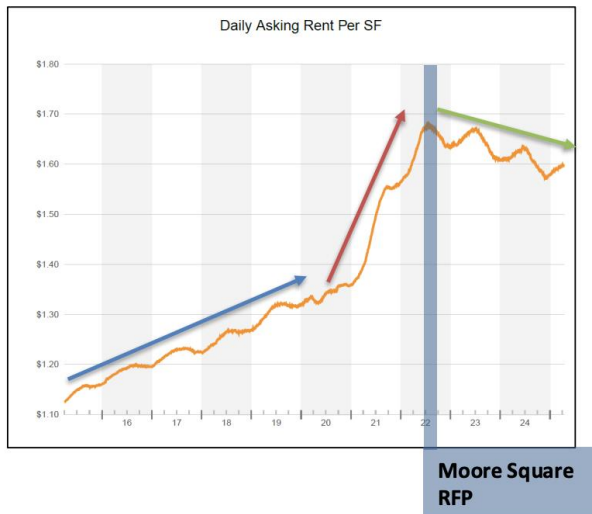
Current Conditions



Eight proposals were received in response to the RFP. A panel of City staff reviewed the proposals, and ultimately recommended a team led by LODEN Development for Moore Square East and LODEN Hospitality for Moore Square South. The Raleigh City Council, in its meeting on November 16, 2022, authorized staff to initiate negotiations with the recommended development teams. LODEN's proposal for the South site included a boutique hotel, and for the East site included a high-rise multifamily tower, affordable housing, a new Raleigh Rescue Mission, and considerable ground floor retail.

In May 2024, Council authorized a Ground Lease with Harmony Housing for the affordable housing development on the East Site, which has been executed. The 160-unit affordable housing project is preparing to submit for site plan review and is awaiting the award of low-income housing tax credits (LIHTC), with the expectation of beginning construction by January 2026.

Proceeds from the land sales on the South and East sites for market-rate uses were intended to fill the East site's affordable housing financial gap, which totals \$15.7 million. **Given major changes in the market since the RFP selection process, the market-rate projects have faced timeline delays and financing challenges for the proposed programs.** As shown below, during and immediately following the initial RFP process for Moore Square, downtown residential rents notably declined while interest rates experienced a rapid and historic rise. While a 150-room boutique hotel is still a viable project for the South site, it was determined that the original proposal of a high-rise tower on the East site is no longer viable.



After considerable negotiation between City staff and the LODEN team, staff presented recommendations for next steps to Council in May 2025. As a result, Council authorized finalizing negotiations with LODEN Hospitality for the construction of a hotel on the South site, which is expected to generate an initial payment of \$4.5 million by construction start (anticipated within 24-36 months). As for the East site, the Council concluded that staff should terminate negotiations with LODEN and instead pursue an upset bid process or issue a new RFP, given current market conditions.

Site Background

The Moore Square East site includes an assemblage of 14 parcels, totaling 2.5 acres. A total of 1.16 acres starting in the southeast corner has already been allocated to the affordable housing development. The property has multiple zoning designations. The property facing Moore Square is zoned DX-20-SH. This zoning permits a wide variety of uses in buildings of up to 20 stories in height. The Shopfront (-SH) frontage requires a 0-to-10-foot build-to and a retail-compatible ground floor with higher floor-to-ceiling heights across 80% of the primary street frontage and 40% of the secondary street frontage. A small portion fronting on Martin Street is zoned DX-20-UG. The Urban General (-UG) frontage does not require a retail ground floor but does require a 0-to-10-foot build-to across 70% of the primary street frontage and 35% of the side street frontage. The eastern half of the property is zoned DX-12-UG, which allows 12 stories of building height.

	Downtown Mixed-Use 20 Shopfront Frontage (DX-20-SH)	Downtown Mixed-Use 12 Urban General Frontage (DX-12-UG)
Use Standards	Variety of uses from residential, office, retail, and mixed uses	Variety of uses from residential, office, retail, and mixed uses
Frontage	SH requires 0-to-10-foot build-to and a retail compatible ground floor with higher floor-to-ceiling heights across 80% of the primary street frontage and 40% of the secondary street frontage	UG does not require a retail ground floor, but does require a 0-to-10-foot build-to across 70% of the primary street frontage and 35% of the side street frontage
Height	20 stories max	12 stories max

The City also has the opportunity to consider two additional parcels that could impact the future Moore Square East development. The City intends to explore redevelopment options that assume successful partnerships with the current owners of both parcels, as well as options that do not.

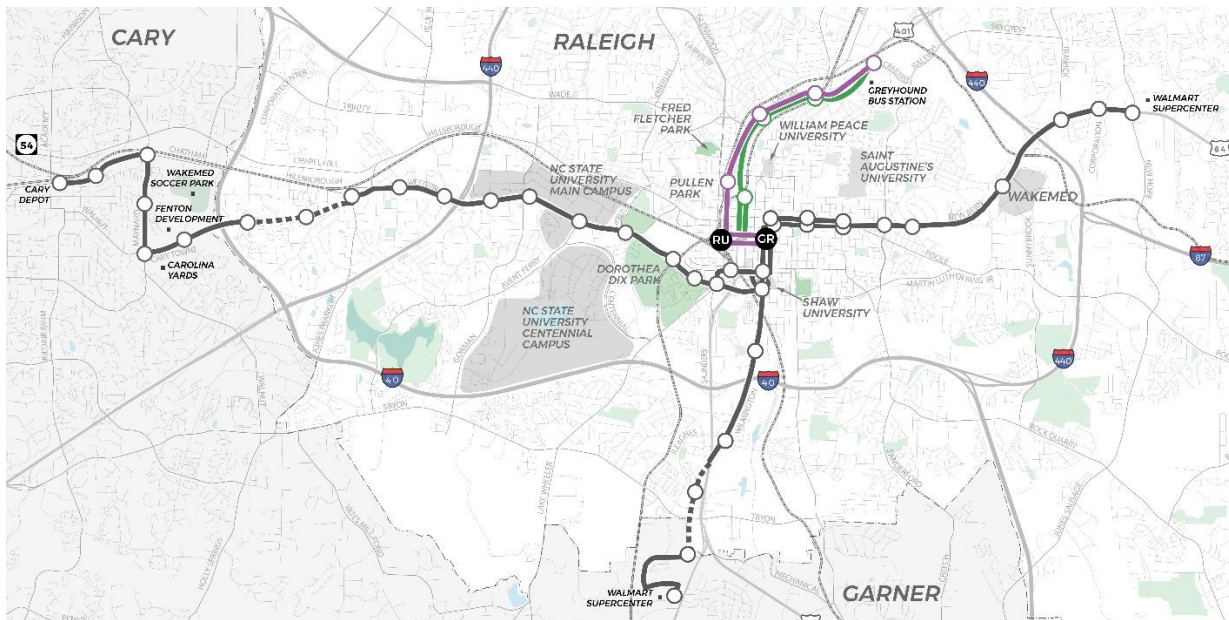
The first is a property owned by the Hadley family (“the Hadley property”) (REID 0051805) on the south side of the block, which could potentially be acquired by the City and added to the property assembly to improve developability.

Additionally, the Raleigh Rescue Mission (“RRM”) currently operates services on the north side of the block (REID 0080391). The current RRM facility is outdated, and the City’s understanding is that the organization intends to construct a new building in the near future. The siting of the affordable housing development relative to the current RRM location has resulted in the northeast corner of the block owned by the City becoming physically disconnected from the majority of the redevelopment site. The City is interested in exploring a potential land swap of its corner property for the current RRM parcel, to improve the developability of the site for the City while providing RRM with a more advantageous corner location. However, no formal discussions have taken place and no commitment has yet been made.

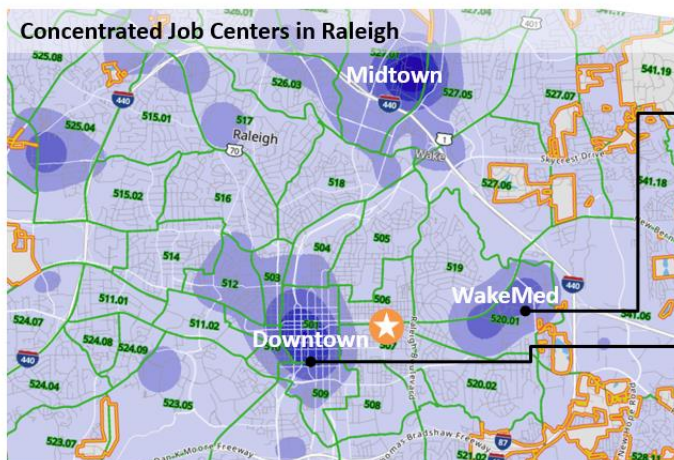
2.2 Former DMV Site Background

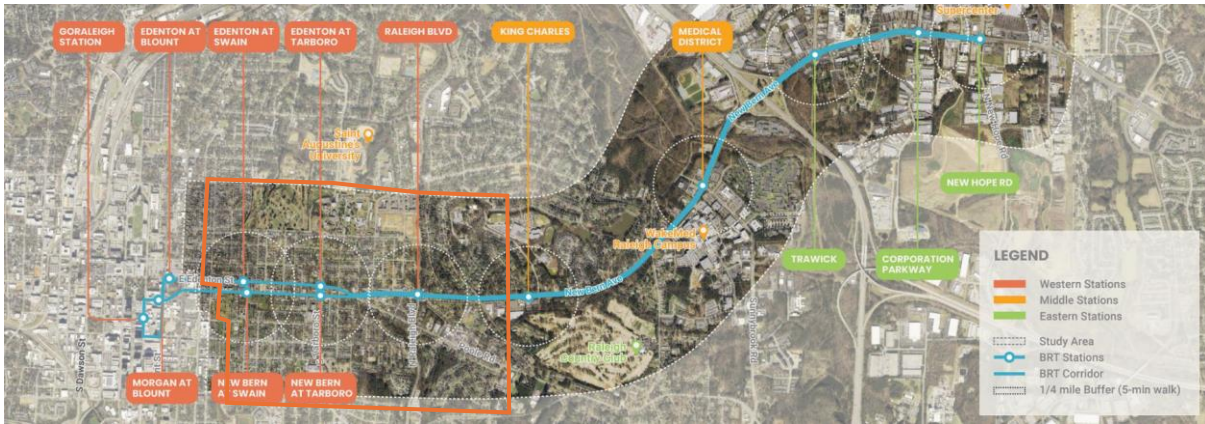
Relevant City Plans and Studies

Several City and County plans and studies relate to the former DMV site. In November of 2016, Wake County voters approved a plan for focused investment in public transit which put the implementation of the [Wake County Transit Plan](#) in motion. The plan calls for building close to 20 miles of transit lanes along four (4) Bus Rapid Transit corridors within Wake County, starting with the Eastern BRT along New Bern Avenue. The BRT will provide a high-quality bus service that enhances transportation choice and offers households the opportunity to be less car-dependent, so destinations on the routes will serve a variety of daily and life-stage needs. The BRT will also have several distinguishing features, such as dedicated travel lanes, enhanced stations, off-board fare collections, frequent on-time service and enhanced connections to Raleigh's existing network of public transportation.



The Eastern BRT corridor is approximately five miles in length and connects two of the city's largest employment hubs, Downtown Raleigh and WakeMed, with frequent and reliable transit. The City has already conducted and published the [New Bern Avenue Corridor Study](#) (2012) and the [New Bern Avenue Station Area Plan](#) (2021), which should be reviewed and considered in the market analysis for the DMV site.

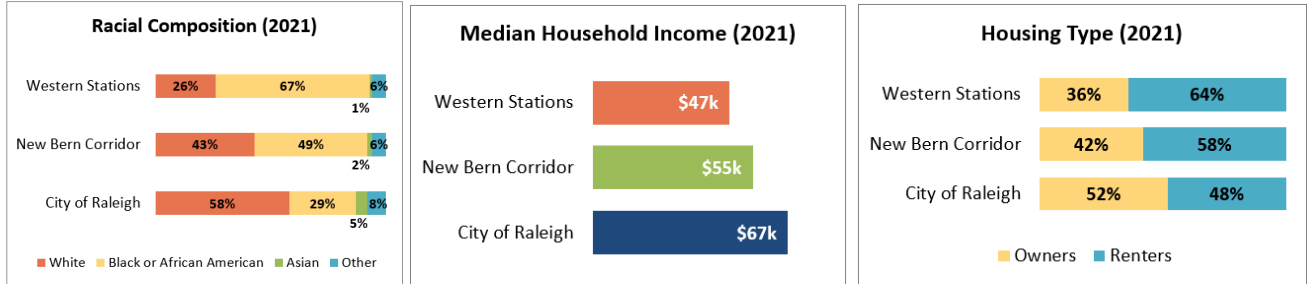




Communities surrounding New Bern Avenue have been thriving since at least the 1940s, and have seen significant change, including street cars, WWII, and development of the WakeMed campus, just to name a few. The New Bern Avenue corridor was once a 'front door' to Raleigh from Interstate 95 and the tobacco fields of Eastern North Carolina. Vehicle travel has largely been diverted to parallel highways since the early 2000's, and some of the surrounding land uses have been slowly changing while others are relatively unchanged.



The area around the DMV site is racially diverse ("Western Stations" of the Eastern BRT), containing more than double the share of Black/African American residents as the citywide average. The median household income of the area around the site is \$20,000 less than the citywide median and has a significantly higher share of renters (64%) than Raleigh as a whole (48%).



Project Status

The City is preparing a two-stage solicitation process to select a redevelopment partner for the DMV site, starting with a Request for Qualifications anticipated to be issued in Fall 2025, followed by a Request for Proposals anticipated to be issued in late 2025 or early 2026.

REDEVELOPMENT TIMELINE (all dates are estimates)	START	FINISH
Community Engagement	Fall 2023	Summer 2025
Market Study	Summer 2025	Fall 2025
RFQ Solicitation	Fall 2025	Early 2026
RFP Solicitation	Spring 2026	Spring 2026
Negotiation with Selected Development Team	Spring 2026	Summer 2026
Project Design, Permitting, and Construction	Fall 2026	2029+

The City created a Project Working Group (PWG) to help guide the redevelopment of the DMV site, comprised of 12 community members who are all long-term residents of Raleigh and have a personal connection to the neighborhoods in Southeast Raleigh that buffer the site. The PWG members have met monthly since May 2024 to actively participate in engagement efforts with their community, and to determine which community priorities are most important to consider in the project and in the selection process for a development partner.

The PWG Goals included:

- ✓ Honor and Preserve History
- ✓ Elevate Legacy Voices
- ✓ Creative Community Engagement
- ✓ Inform and Educate
- ✓ Achieve Community-Driven Outcomes

Community Top Priorities:

1. Affordable Housing – with priorities given to veterans, educators, and retirees that fall within 30-60% AMI
2. Retail – space for local, community-based businesses and essential goods
3. Community Space – multipurpose indoor space that has a variety of flexible sized rooms that can be used for events, live entertainment, educational training, classes, etc.
4. Commissary Kitchen – providing fresh, healthy, and affordable food access
5. Cultural Recognition – cultural destination with historical markers, recognition, and art
6. Universal Site Design – integration of universal design principles into the site plan

Community Secondary Priorities:

1. Sustainability/Innovation – varied architectural style across buildings, project creativity, and sustainability
2. Childcare – integration of drop-in daycare options

Site Background

The DMV site is located along the Eastern BRT line, and sits just east of a neighborhood conservation district, marking the start of a Transit-Oriented Development (TOD) district zoned for higher density. The City proactively acquired the former DMV headquarters for \$20 million in 2024 from the State of North Carolina with a goal of facilitating community-driven development that preserves affordable access to the future transit system and supports ridership.

The DMV site is rectangular in shape and spans two blocks in length. It is a total of 5.37 acres, with 731 square feet of frontage along New Bern Avenue. The site is primed for development with few physical constraints, aside from requiring the demolition and abatement of the existing building, currently being led by the City with expected completion in Summer 2026. The site is zoned Office Mixed-Use 5 (OX-5), with a TOD overlay allowing for greater density. The City anticipates a future rezoning to accommodate a wider range of uses than is permitted in OX. This rezoning will be complete prior to the selection of a development team.

	Office Mixed-Use (OX-5)	Transit Overlay District (TOD)
Use Standards	Variety of office/ employment uses, housing and limited retail/services	-TOD allows for intense, compact and walkable mixed-use development around planned transit stations
Frontage	General requirements (setback of 5' from primary street)	Urban Limited (-UL) frontage requirement applies (setback of 0' min/20' max)
Height	5 stories max	Residential height bonus: 50% increase in stories with inclusion of 20% AH Non-residential height bonus: 30% increase in stories



3. Scope of Work

3.1 Key Questions

The City anticipates the following key questions to be answered for each site through this study.

Moore Square East Key Questions

The City intends to use the findings of the study to inform an updated disposition process for Moore Square East that maximizes the probability of achieving the City's goals. To these ends, the specific questions below must be addressed by the scope of work:

- **Residential rents and construction types:** Given the likely multifamily rents that can be achieved, what construction types are feasible for the site? At minimum, the study should look at the following types: mid-rise residential wrapping a pre-cast parking structure, wood construction on a concrete parking podium, and Type 1 high-rise construction. This will inform the City's expectations for the scale of the project and the supportable land value.
- **Viability of uses:** Responses to the previous RFP included a variety of uses, such as residential, hotel, and several types of retail. Given the substantial market changes since the original RFP, the study should evaluate both the viability of each use as well as the strategy for ensuring or prioritizing their inclusion in the final redevelopment project.
- **Disposition process and closing terms:** The City has an interest in prioritizing closing on the disposition of the property as quickly as possible in order to generate funds for the affordable housing project. The City will consider all disposition options at its disposal, including a new RFP process, a negotiated offer and upset bid process, or use of its private sale authority. The selected process may be made subject to certain minimum development expectations and other conditions. The study should help to inform the City's selection of a disposition process and the key terms and conditions that may be included in order to maximize likelihood of a successful development project that meets the City's goals as quickly as possible.
- **Site layout, circulation, and open space:** While development teams can be expected to take their own approach to site layout, the City would like to examine different high-level approaches to massing and circulation on the site. Priorities will include creating a strong Person Street frontage to support Moore Square and complementing the ongoing activity from the affordable housing project.

DMV Site Key Questions

The City intends to use the findings of the study to inform the RFQ/RFP process for the DMV site, such that the selected proposal has a high probability of obtaining financing and proceeding within a reasonable timeframe. It is also the City's intent to produce significant affordable housing primarily by leveraging the site's land value, preserving existing affordable housing resources for use elsewhere in the City. To these ends, the specific questions below must be addressed by the scope of work:

- **Residential rents and construction types:** Given the likely multifamily rents that can be achieved on the site, what construction types are feasible for the market-rate portion of the site? At minimum, the study should look at the following types: mid-rise residential wrapping a pre-cast parking structure, wood construction on a concrete parking podium, Type 1 high-rise construction, and townhouses (which may be a for-sale product). The results will be used to inform the zoning approach such that the zoning closely matches the preferred building type(s).
- **Affordable housing yield and financing approach:** The City assumes that the affordable product will be a stand-alone building financed with 4% tax credits and soft debt. The City further aims for the sale of the market-rate land to provide most or all the gap financing funds. Building the affordable housing more densely increases hard costs, but also yields more market-rate land. The number of affordable units will also determine the total gap to be filled. The consultant should model different scenarios (e.g. 3- or 4- story construction, surface or structured parking) and unit counts and compare these with the likely land value produced to arrive at a feasible scenario.
- **Priority uses:** The City outlined priorities for the site in 2022, including an enhanced BRT station, affordable housing, open space and cultural outcomes, and supportive services. Additionally, the Project Working Group has created a list of priority uses and outcomes they would like to see incorporated into the development, as shown in Section 2.2 above. The study should evaluate both the viability of each such use/outcome as well as the strategy for ensuring or prioritizing their inclusion in the final product.
- **Parking approach:** While the City does not require parking, market-rate construction will need parking for viability and to obtain financing, and the affordable development will need parking to meet the requirements of the NC Housing Finance Agency. The consultants should examine whether a single central parking deck or more distributed approach would be best from a feasibility, financing, and urban design perspective.
- **Site layout, circulation, and open space:** While development teams can be expected to take their own approach to site layout, the City would like to examine different approaches to massing and circulation on the site. Questions could include: should there be a mid-block street, pedestrian crossing, or shared street concept? Which frontage would be best for retail? Could lower-scale liner buildings create variety while still obtaining a high residential yield? How should the market-rate and affordable buildings relate to each other?

3.2 Task Descriptions

The scopes of work for each of the two sites are similar, with some unique differences, and should be performed in parallel with one another. The consultant team should plan to leverage efficiencies in data collection, analysis, and reporting by studying both sites simultaneously.

Task 0: Kickoff and Due Diligence

Facilitate a project kickoff meeting with all key internal and consultant stakeholders. Review key documents and materials in order to gain a more detailed understanding of each site's context, current status, and work completed to-date.

Deliverables: Any basic slides/materials needed for kickoff. Basic summary notes/slides detailing findings from due diligence.

Task 1: Real Estate Market Analysis

Perform a market analysis for both sites, considering the viability of each of the uses identified as community and City priorities. For the residential component, identify the ideal building types given achievable rents.

- Review existing planning studies performed by the City of Raleigh, as well as other capital improvement projects that may enhance or constrain opportunities on the site.
- Consider key demographic and population metrics and assess current market conditions in trade area to estimate supply/demand and potential gap for the priority uses.
- Inventory existing, recently completed, under construction, and proposed real estate projects within a reasonable distance from the sites.
- Evaluate the capacity of the sites to meet that demand, as well as advantages and challenges of the site as it relates to each asset type and use.
- Validate analytical findings via interviews with developers, brokers, and/or other industry stakeholders and experts.

Deliverables: Slide presentation with accompanying memo detailing key real estate market conditions, the supply gap for relevant uses to the site, and the recommended uses/building types with square-footage and/or unit capacity of the sites.

Task 2: Conceptual Site Plan Analysis

Develop multiple high-level conceptual site layouts compatible with research findings to explore density, land use, circulation, and infrastructure requirements.

- Review site constraints, zoning, land use, and development requirements (such as allowable densities, building heights, setbacks, etc.) according to Raleigh's UDO to understand development potential and any changes or amendments to existing zoning that may be required.

- Develop at least two (2) preliminary development programs and corresponding site plan recommendations for both City-sites.
- Evaluate multiple unit counts for the affordable project *[DMV site only]*.
- Consider different orientations and proportions of the land dedicated to housing, public space, retail, and any other potential uses.
- Consider different approaches to circulation on the site, such as the inclusion of a mid-block street or pedestrian crossing.
- Consider how the market-rate and affordable housing projects relate to each other.
- Consider different parking strategies for the site (e.g., a single central parking deck or more distributed parking across the site), considering design and financing feasibility.
- Identify necessary steps to prepare land for development, including items such as additional acquisitions, change in parcel lines, zoning changes, or infrastructure investment.

Deliverables: Slide presentation with accompanying memo detailing program and site plan recommendations (including total affordable units, market-rate units, and square footage), briefly outlining details of UDO/regulatory compliance, and the City steps required for each recommendation.

Task 3: Financial Feasibility and Public Participation

Create a high-level financial pro forma model for each development program scenario. For the DMV site, evaluate the required funding gap for the affordable housing project and the supportable land value of the market-rate portion of the site. Identify the financial/project risks and the sensitivity of the financial model to these risks (e.g. changes in interest rates, construction costs, or rents). Consider different public-private partnership strategies (e.g. various financing tools, shared parking model, or other public-private strategies) with potential impact on the feasibility of the project.

Deliverables: Provide a high-level pro forma model for each program recommendation, and a slide presentation that outlines the key take aways.

Task 4: Final Report and Presentation

Summarize the key findings of each task in a comprehensive report and present to City Staff. The City may also request that the consultant team be available for a presentation of findings to City Council. Include any final overarching recommendations in response to the key questions posed for each site to help inform the City's approach.

Deliverables: Consolidate findings into a final report and accompanying slide presentation.

4. Request for Proposal Process

4.1 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	June 23, 2025
Pre-Proposal Conference (Optional)	June 27, 2025 at 9:00 AM
Deadline for Written Questions	July 3, 2025 at 5:00 PM
City Response to Questions	July 11, 2025 at 5:00 PM
Proposal Due Date and Time	July 18, 2025 at 5:00 PM
Interviews (if required)	Week of July 28, 2025
Selection	August 4, 2025 at 5:00 PM

4.2 Pre-Proposal Conference (Optional)

The City of Raleigh will conduct a virtual-only Pre-Proposal Conference, and attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to submit written questions in advance.

The date and time of the Pre-Proposal Conference is shown above in the RFP Timeline (Section 4.1). The event will be held virtually on Microsoft Teams, using the following login information:

JOIN ONLINE	JOIN BY PHONE
Join the meeting now Meeting ID: 268 489 419 033 Passcode: 2by6PR7C	+1 919-561-6523,,967671366# Find a local number Phone conference ID: 967 671 366#

4.3 Written Questions

Any requests for clarification and questions related to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 4.1) 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, which 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. Proposers shall be entitled to rely *only* on

written material contained in an Addendum to this RFP. Questions submitted via telephone will not be answered.

It is important that all Proposers submitting to this RFP periodically check eVP for any Addenda. It is the Proposers' 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
Jake Levitas, Planning Supervisor	jake.levitas@raleighnc.gov cc: urban.projects@raleighnc.gov

4.4 Proposal Submission Process

The preferred method is to submit proposals electronically as a viewable and printable Adobe Portable Document File (PDF) by email to jake.levitas@raleighnc.gov. The PDF electronic version must be received by the City on or before the RFP due date and time provided. Proposals received after the RFP due date and time will not be considered. Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever.

Please email your complete proposal to the following City staff representative with the subject line: “Your Team Name – Market Study and Design Analysis for Redevelopment Sites”

Contact Name	Email Address
Jake Levitas, Planning Supervisor	jake.levitas@raleighnc.gov cc: urban.projects@raleighnc.gov

If you cannot submit your proposal electronically by email, then you may deliver the proposal by hand, or by US Postal Service Mail, or by other delivery services to the contact listed below.

Delivered by USPS or Other Delivery Method
City of Raleigh ATTN: Jake Levitas Planning and Development Department 1 Exchange Plaza, Suite #100 Raleigh, NC 27601 RFP No. 274-PLANDEV-2025-MS

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the RFP number, and title. Proposers must submit:

- A. One (1) signed original
- B. Two (2) copies of the signed proposal

If the firm elects to mail in its proposal, it is the responsibility of the firm to allow sufficient time to ensure the City's proper receipt of the package by the RFP due date and time.

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 the best interest.

4.5 Required Document Format

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.

Responses must follow the format outlined below, using tabs to separate each section. 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.

Section 1: Cover Letter

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

Section 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of key similar contracts performed in the past three years, accompanied by at least three references (contact persons, organization, telephone number and email address).

Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Section 3: Financial Information and Stability

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential to the extent permitted by North Carolina law provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION."

"Recent" shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the Proposer's parent or related corporation/business entity shall not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the City with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

Section 4: Project Understanding, Approach, and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Section 5: Project Staffing, Experience, and Certifications

This section must include the proposed staffing, deployment and personnel to be assigned to this project, across all firms included on the Proposer's team. The Proposer shall provide information as to

the experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes (maximum two pages per staff person) citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

Section 6: Cost and Proposed Budget

Include a proposed budget to complete the project, broken down by the tasks outlined in Section 3 of this solicitation. The budget should include hourly rates for each staff member, for all firms included in the Proposer's team. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit. As needed, lodging, meals, and transportation should be broken out as a separate line item.

The City estimates the budget for this scope of work to be approximately **\$100,000**, inclusive of all expenses and fees. Proposers are free to propose any budget amount they feel necessary to conduct the work. The City will consider cost alongside other factors in ranking proposals and is not obligated to select the Proposal with the lowest proposed budget.

5. Proposal Evaluation and Selection

5.1 Evaluation Criteria

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and evaluate the responses on their merit in accordance with the evaluation criteria set forth in the following table.

After conversation among the committee, each committee member will have the opportunity to update their original evaluation and scoring. A consensus score for each proposal will be created by the committee through discussion, and proposals will be ranked according to this consensus score.

The maximum interview/demonstration points a Proposer can receive is five (5) points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

CRITERIA	(a) WEIGHT	(b) SCORE (0-3)	(a) x (b) WEIGHTED SCORE
Corporate Background and Experience	20		
Financial Information and Stability	10		
Project Understanding, Approach, and Schedule	30		
Project Staffing, Experience, and Certifications	20		
Cost and Proposed Budget	20		
Total Score (without Interview/Demonstration)			
Interview/Demonstration (if applicable)	(1 – 5 points)		
Final Score (with Interview/Demonstration)			

Score Points

0- Missing or Does Not Meet Expectation

2- Meets Expectation

1- Partially Meets Expectation

3- Exceeds Expectation

Cost Formula: The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{B - A}{A} \times C = D$$

A—the lowest Proposer’s cost.

B—the Proposer’s cost being scored.

C—the maximum number of cost points available.

D—Proposer’s cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror’s cost is more than twice the lowest cost), zero points shall be assigned.

5.2 Interview/Demonstration

A short-list of firms may be invited to Stage 2 of the evaluation process, the *Interview/Demonstration*. Interview/demonstrations can be an important aspect of the evaluation process that offers the City an opportunity to see how the proposer’s solution meets the critical components of the RFP. Any Proposers selected for interviews/demonstrations under this section will be notified in writing via email of the date and time. The Proposers’ interview/demonstrations shall be based solely upon information provided in each Proposer’s original proposal. No new information may be presented.

5.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 5.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each firm will be evaluated to determine the best firm for recommendation.

After which negotiations on a contract with the selected firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next highest-ranked firm. All Proposers will be notified of their standing immediately following the City’s decision.

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

5.4 City’s Authority Over Selection Decision

The City has the sole discretion and reserves the right to reject any and all proposals, to waive any and all informalities and/or irregularities, and to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City to do so.

The City reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the City to do so.

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

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

5.5 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 IV), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

5.6 Contract Term

The Contract shall have an initial term of one (1) year, beginning on the date the Contract is executed by the City (the "Effective Date"). At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of one (1) additional one-year term. The City will give the Consultant written notice of its intent whether to exercise the option no later than thirty (30) days before the end of the Contract's then-current term.

6. Additional Terms and Conditions

6.1 Non-Discrimination Policy

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.

6.2 Rights to Submitted Materials

All proposals and supporting materials, as well as correspondence relating to this RFP, except for properly marked and qualifying trade secrets, shall become the property of the City. Proposals will be reviewed by the Evaluation Team as well as other City staff. As required by law, the City will release materials that are a public record under State law to any requesting members of the public. *Any proprietary data must be clearly marked in the manner required by Chapter 132 of the North Carolina General Statutes in order to be shielded from public inspection.* 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.

6.3 Communications

All communications of any nature regarding this RFP with any City staff and 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 4.3 (Written Questions), prior to the deadline provided in the RFP Timeline (Section 4.1). Violation of this provision may result in the firm’s proposal being removed from consideration.

6.4 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.

6.5 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.

6.6 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.

6.7 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP. 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.

7. Appendices

APPENDIX I

PROPOSAL COST FORM

Awarded Consultant shall perform the services to be performed as set forth in this RFP and more particularly described in Section 3 for a not to exceed total amount of

\$_____.

Proposer shall attach proposal cost breakdown to this Appendix I Proposal Cost Form.

Firm Name: _____

Authorized Signature _____ Date _____

Signed by: _____

[Type or Print Name]

Title of Signer: _____

APPENDIX II PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:	Fax:	E-Mail:	
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:	DUNS #		
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:	Fax:	E-Mail:	
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. <u>Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references.</u> PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
1.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
2.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
3.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
4.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
5.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:			Date:

APPENDIX III

REFERENCE QUESTIONNAIRE (Instructions)

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

APPENDIX III

REFERENCE QUESTIONNAIRE FORM

RFP No: 274-PLANDEV-2025-MS

**Market Study and Design Analysis for Redevelopment Sites:
Former DMV and Moore Square East**

(Name of Business Requesting Reference)

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, **Jake Levitas**, via email to jake.levitas@raleighnc.gov no later than **5:00 p.m. EST, July 21, 2025** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

Company Providing Reference

Contact Name and Title/Position

Contact Telephone Number

Contact Email Address

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this company's knowledge and expertise?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments:

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?
 3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

5. How would you rate the dynamics/interaction between the company and your staff?
 3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments:

7. With which aspect(s) of this company's services are you most satisfied?

Comments:

8. With which aspect(s) of this company's services are you least satisfied?

Comments:

9. Would you recommend this company's services to your organization again?

Comments:

APPENDIX IV

CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. 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 (accountspayable@raleighnc.gov) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. **Workmanship and Quality of Services**

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

3. **Non-discrimination**

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

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

4. **Assignment**

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

5. **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.

6. **Insurance**

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

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

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

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

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

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

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

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

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

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Communications

If communications to the public and/or City employees are required as part of the Contractor's scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan ("Communications Plan") that must first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 12, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 4, above, as part of the contact information for the Contractor representative identified in Section 4, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City's brand and communications guidelines, as the same may be amended or modified from time to time.

The City's current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City's website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 12, "Communications" is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

a. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City's Communications Department. This is to ensure that the Communications Plan: (i) complies with the City's brand and communication guidelines;

(ii) integrates with the City's other communications channels and digital strategy; (iii) meets accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

b. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor's scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

- i. Using proper headings and lists
- ii. Using unique links
- iii. Using alternative text and captions
- iv. Using more white space
- v. Dividing content into more manageable pieces
- vi. Making forms manageable by breaking them into multiple, sequential steps
- vii. Providing a logical reading order
- viii. Being consistent with fonts, colors and locations of page elements
- ix. Offering keyboard access
- x. Offering content in multiple formats
- xi. Understanding minimum contrast

c. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

- i. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take

reasonable steps to ensure meaningful access to their programs by persons with [Limited English Proficiency \(LEP\)](#).

d. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 12.

- i. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.
- ii. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:
 1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
 2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
 3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

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. § 64-25 et seq. In addition, to the best of

Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.

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

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. § 147-86.81.