



Request for Proposals #274-PRCR-RACCSP2026

Title: Raleigh's Arts Community Creative Spaces Plan

Issue Date: Wednesday, August 19, 2026

Due Date: Friday, September 25, 2026
no later than 5:00PM EST

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: Parks, Recreation, & Cultural Resources

Direct all inquiries concerning this RFP to:

Bekah Torcasso

Park Planner

Email: Bekah.Torcasso@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

The City of Raleigh (COR) is soliciting proposals from one or more firms with which to contract for the development of Raleigh's Arts Community Creative Spaces Plan.

This long-range plan will provide a roadmap of goals, objectives, strategies and tools, including policy recommendations to realize the vision set forth in the Raleigh Arts Plan – Art Everywhere, by Everyone – via the built environment. The plan should result in Raleigh's Arts Community's access to a robust mix of inclusive, sustainable and affordable creative spaces across the city for artmaking, for sharing that work through performances, exhibitions and other activities, as well as for arts education, both now and as the city grows over the next 10 years.

The City is seeking proposals that demonstrate expertise in strategic planning, research and data analysis, thoughtful and inclusive constituent and key stakeholder engagement, municipal planning processes, arts and cultural facility assessment, and project management to effectively carry out this project as described in **Sections 1.2 and 1.3: Background – About Raleigh and Project Context** and **Section 2: Scope of Services**.

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

All questions related to this solicitation must be submitted in writing (via email) to the following individual – questions submitted via telephone will not be answered:

Contact Name	Email Address
Rebekah Torcasso	bekah.torcasso@raleighnc.gov

The budget for this scope of work shall not exceed **\$250,000**, inclusive of all expenses and fees.

1.2 Background – About Raleigh **Arts & Culture in Raleigh**

Raleigh is the state capital and home to a vibrant community of nonprofit arts and cultural organizations, major statewide cultural institutions, and many community-based groups and collaboratives. There is also a robust and growing community of individual artists ranging from student to avocational to professional, from beginner to nationally acclaimed. Raleigh residents value all arts and cultural experiences, from the rigor of the North Carolina Symphony to the vibrancy of the African American Cultural Festival, to informal participatory street bluegrass jam sessions during the Raleigh Wide Open Music Festival and Community Music School's \$1 lessons for families with economic constraints.

Raleigh strongly values its sense of community. Residents often note that Raleigh has an unusually open culture, with less hierarchy than other regions and a broadly shared sense

of community and civic engagement. The overall demand for arts activities within the city is very strong and significantly higher than national averages. As a result, there are often fewer steps between beginners, amateurs and professional artists, between teaching artists and eager students, between arts appreciators, performers and creators. And there is a commitment to decreasing the number of steps between each of them by extending the arts throughout the city while connecting already well-established arts and culture nodes.

The Raleigh Arts Plan

The Raleigh Arts Plan, a community cultural plan, sets the creative vision for the capital city as “a community connected through arts and culture, where every person is empowered to lead the creative life they envision.” It is rare for a community to focus so directly on the cultural interests of all of its residents. Ahead of its time when approved in 2016 and unique across the South, this vision puts equity and inclusion at the heart of Raleigh Arts’ work and sets its strategic direction.

Parks, Recreation & Cultural Resources Department

Raleigh Arts is part of the City of Raleigh’s Parks, Recreation and Cultural Resources Department’s (PRCR) Resources Division. The department plays a key role in supporting

access to a high quality of life for all Raleigh residents and adding to the character and charm of the Capital City. PRCR is responsible for 120 miles of greenway trails, 10,000 acres of land, and 1.3 million square feet of facilities, including community centers, theatre facilities, visual art centers, cultural centers, and historic sites. PRCR offers a wide range of creative programming opportunities, all year long, that promote social, cultural, mental and physical well-being. The City’s vision for its parks, recreation and cultural resources system is “bringing people to parks and parks to people.”

Raleigh Arts

Raleigh Arts administers the programs of the Raleigh Arts Commission and the Public Art and Design Board, as well as managing Pullen and Sertoma Community Arts Centers and facilitating arts programming across other City departments. Current Raleigh Arts programs include:

- Raleigh Arts Partner Program, which partners with over 40 Raleigh-based nonprofit organizations to actualize the Raleigh Arts Plan’s Creative Life Vision via annual funding (\$2.7 million in FY27), capacity building, technical assistance, multi-year lease agreements and other resources.
- Community art programs and awards, including Neighborhood Arts Funds, Community-Initiated Public Art Projects, Poet Laureate Program, and the Raleigh Medal of Arts.
- Public art initiatives focused on highlighting the histories, stories and cultures of Raleigh’s many communities through its Percent for Art Program, Raleigh Municipal Building visual art exhibitions, the Municipal Art Collection and temporary public art initiatives.
- Individual Artist Support through public art initiatives, paid artist residencies, Municipal Art Collection purchases and paid exhibition opportunities.
- Universal Access and the Arts Program, which takes a universal design approach to engaging people with disabilities in Raleigh’s arts and cultural life via exhibitions by

disabled artists, incorporating accessibility into public art projects such as audio versions of printed text and audio description of visual art, prioritizing universal design in the current Sertoma Arts Center renovation, and running a nationally-recognized annual capacity building program for arts and cultural organizations.

- Collaborative arts programs across City departments, as well as with other arts councils and community groups.

Documentation

- [Raleigh Arts](#)
- [Raleigh Arts Plan](#)
- [Public Art Strategic Plan](#)

1.3 Background – Project Context

To fully understand this long-range planning project, it is helpful to have some additional information and context.

Project Impetus

Local nonprofit arts organizations and artists have been increasingly unsuccessful in obtaining and maintaining *creative spaces*, a problem not uncommon to fast growing municipalities. If the root causes of the problem are not found and solutions developed to resolve them, it is likely that Raleigh will lose arts organizations and artists as they move to other communities or close. It is also likely that Raleigh will not be able to grow new, healthy, local arts organizations and artists in addition to the ones we already have at a rate that matches the city's overall growth rate.

Project Goal

The goal of this planning project is to help the Raleigh Arts Community flourish across the city by addressing and resolving issues related to obtaining and maintaining creative space in ways that are authentic to Raleigh. Therefore, this project's goal is to develop long-term, sustainable solutions and a roadmap to address:

- growing adaptive challenges faced by the Raleigh Arts Community in terms of inclusive, sustainable and affordable creative spaces; and
- disparities in the geographic distribution of artmaking, art sharing (performance, exhibition, events), and arts education sites across the city.

Primary Project Constituents – Raleigh's Arts Community

For this planning project, Raleigh's priority is cultivating a vibrant, flourishing, and expansive arts ecosystem of nonprofit organizations, collaboratives, avocational and professional artists. Therefore, Raleigh's Arts Community is this planning project's primary constituency and focus.

Raleigh's Arts Community Definition: For this planning project Raleigh's Arts Community comprises only arts groups and artists who struggle to obtain and sustain facilities on their own. Specifically, we are talking about nonprofit arts organizations, collaboratives and grassroots or community-based groups with budgets up to about \$2 million. Individual artists, whether part-time or full-time, who are in the process of growing their career but are not yet at a point to afford studio, rehearsal or other spaces on their own, are also considered members of Raleigh's Arts Community.

What is “Creative Space”?

“Creative space”, for the purposes of this project, includes any built structure or portion thereof in which artmaking, sharing via performances/ exhibitions, learning, and/or convening can occur. Anecdotally we know that Raleigh’s Arts Community struggles to find a wide range of spaces, such as rehearsal and classroom space, studio space, performance and exhibition spaces, as well as storage, office and meeting spaces. We chose the term Creative Spaces for this project to be open-minded about the ways and types of structures that could address Raleigh’s arts community’s space needs.

2 SCOPE OF SERVICES

The awarded Firm shall provide services, all as set forth in this RFP and more particularly described in this **Section 2**.

2.1 Working with Raleigh Arts

Raleigh Arts is typically an active and collaborative thought partner on projects. In addition, staff will help with introductions to City and community leaders, obtaining City plans and other documentation for review, booking City meeting sites and helping with logistics, etc.

A steering committee comprising Raleigh Arts Commissioners, representatives of Raleigh’s Arts Community, City staff and community members with expertise in key project areas will also partner on this project. The Firm can expect to engage with City staff across multiple departments as well.

2.2 Guiding Principles

Guiding principles for this planning project include

- Creative Space as City Infrastructure: Developing a wholistic, vision for embedding arts and culture across the city via the built environment is key to this planning project.
- Authentic to Raleigh: The final plan should be a road map for addressing Raleigh’s Arts Community needs that provides strategies that are authentic to Raleigh, leveraging Raleigh’s unique assets and strengths while addressing gaps.
- Social Cohesion: Given the collaborative and collegial culture of Raleigh’s Arts Community and the extensive turnover in community members due to the pandemic, the planning process should incorporate strategies to regrow community connective tissue across key stakeholder groups and other project participants.
- Inclusive Design: Understanding that universal design makes things better for everyone, the City values embedding inclusive design throughout the planning process and in the final plan itself.
- Non-Displacement: This project seeks to improve the quality of life for Raleigh residents currently living in the City. Creative space strategies that will have a ripple

effect of shifting the socio-economic mix of a neighborhood making it unaffordable for current community members are not acceptable.

2.3 General Requirements

General responsibilities include but are not limited to:

- Work collaboratively with City staff, the Raleigh Arts Commission, Public Art & Design Board, and other key stakeholders.
- Consult on project scope and schedule through the Parks, Recreation and Cultural Resources project manager and other staff or departments, as needed.
- Attend meetings and prepare meeting summaries, as needed and required, with City staff and other applicable groups.
- Review existing documents, plans, studies and policies, and other pertinent information regarding arts programming produced by Raleigh's arts community and by the City.
- Work closely with City staff to design, lead and facilitate an equitable and inclusive constituent & key stakeholder engagement plan that engages Raleigh's Arts Community members and other key stakeholders in substantive and strategic ways. An inclusive and meaningful engagement process recognizes that those who are affected by decisions have a right to be involved in the decision-making process and ensures that City strategic and long-range plans are shaped by the people they are intended to serve.

2.4 Part 1: Develop Project Framework:

The Firm will work with City staff to develop the project framework. The framework will outline the project objectives and outcomes, guiding principles, and lines of communication with the City, identify known stakeholders, define constituent and key stakeholder efforts, design the research path, chart a project communications plan, confirm deliverable reports, and finalize the project timeline.

2.5 Part 2: Research, Assessment, and Analysis

Research, analysis and assessment of historic states, current conditions, and anticipated changes over the next 10 years are required to provide adequate context and a strong foundation upon which to ground the strategic planning process.

Research focus areas include:

- Raleigh's Arts Community health and capacity to obtain/maintain creative spaces
- Raleigh's Arts Community creative space usage, inventory, needs, and geographic disbursement
- Local private and public philanthropic ecosystem, including arts and capital support, and in comparison with other municipalities with flourishing arts communities
- Evaluation of Raleigh real estate landscape – public and private
- Identify relevant City of Raleigh policies, practices, plans, development ordinances, building codes, and other relevant regulations that impact access to, development and affordability of creative spaces

In collaboration with City staff, the Firm will design key research questions then develop appropriate data-driven research, analysis and assessment strategies to answer them.

The Firm will then carry out those strategies, which should include substantive and intentional engagement with Raleigh's Arts Community members.

Deliverables: Research, analysis and assessment report that highlights key findings, summarizes research results overall, and provides a historical look at key focus areas, articulates current conditions, and identifies continued city growth and development trends that will impact Raleigh's Arts Community over the next decade.

2.6 Part 3: Strategic Planning

The Firm shall design and facilitate a collaborative group planning process to engage City staff and steering committee members in the development of key objectives, goals, outcomes and strategies to achieve this project's overarching goal and incorporate them into the final Raleigh's Arts Community Creative Spaces Plan.

Elements include:

- 1) Ensuring City staff and steering committee members start work with an understanding of the project's overarching goals and foundational context developed in **Section 2.5: Research, Assessment, and Analysis**.
- 2) Engaging these key stakeholders in an ideation process to develop key objectives, goals and strategies for the final plan.
- 3) Checking the viability of those results via benchmarking, precedent research, and/or other assessment mechanisms.
- 4) Looping back with results to City staff and steering committee members to further refine the plan's key objectives, goals and strategies until consensus is reached.
- 5) Drafting the initial strategic plan for City staff and steering committee review and revision.

Deliverables: Draft strategic plan that provides a plan overview, articulates plan components, includes an implementation timeline and outlines the strategic planning process used.

2.7 Part 4: Sharing the Planning Process and Plan: Communication & Documentation

For successful implementation, multiple constituencies must understand Raleigh's Arts Community Creative Spaces Plan, how it is meaningful to them and their roles in achieving its goals. Those constituencies include Raleigh Arts staff, departmental and city leadership, elected officials, Raleigh Arts Commissioners, Raleigh's Arts Community members, and the community at large. As a result, it is expected that a universal design approach will be taken with all project documentation and reports.

General Communications Responsibilities Include:

- Developing all documentation, reports, slide decks, presentations, graphics, images and other materials using a universal design approach that incorporates communications and design best practices for people with disabilities.

- Understanding the different communication styles and needs of the multiple stakeholder and constituent groups to be engaged in this project, as well as the community at large, and developing communications tools and documentation to meet those specific needs.
- Developing and implementing a communications plan to ensure key stakeholders are kept informed and engaged throughout the project.
- Preparing presentation documents and materials in formats suitable for public meetings and other constituent and key stakeholder activities.
- Developing draft written report and/or plan documents as specified for each project part.
- Incorporating document revisions after review by City staff and presentations to the Raleigh Arts Commission, Public Art & Design Board, and other key stakeholder groups.
- Preparing final report and/or plan documents for publication and distribution, including graphic design elements.

Final Strategic Plan Report:

The Firm will write and design the Final Strategic Plan Report including:

- An executive summary
- Strategic plan, including goals, strategies and timeline, etc.
- research, assessment and analysis methodology description
- research, assessment and analysis results
- strategic planning process, methodology, and results

Deliverables: Communications strategy, meeting materials, documentation and reports as needed for the planning process.

Final Raleigh's Arts Community Creative Spaces Plan report and documentation that clearly articulates the plan and provides guidance for multiple constituencies, including Raleigh Arts staff, departmental and city leadership, elected officials, Raleigh's Arts Community members, and the community at large.

3 REQUEST FOR PROPOSAL PROCESS

3.1 Request for Proposal (RFP) Timeline

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

RFP Process	Date and time
Solicitation Date	Wednesday, August 19, 2026
Pre-Proposal Meeting (not required)	Friday, August 28, 2026 Join using this Microsoft Teams Meeting Link *Please RSVP via this Microsoft Form link or by email to Bekah Torcasso (Bekah.Torcasso@raleighnc.gov)
Deadline for written questions	Friday, September 4, 2026
City Response to Questions (anticipated)	Friday, September 11, 2026
Proposal Due Date and Time	Friday, September 25, 2026, by 5:00 p.m. EST
Evaluation Meeting (anticipated)	Mid October 2026
Interviews (if required)	Late October 2026
Selection Announcement (tentative)	Late 2026 / Early 2027

3.2 Pre-Proposal Conference

Pre-Proposal Conference attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to submit written questions in advance. Please register and submit written questions in advance via [this link](#) or by email to Bekah Torcasso (Bekah.Torcasso@raleighnc.gov).

3.3 Proposal Questions

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in **Section 3.1: RFP Timeline** for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the

date in the RFP Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements.

The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina 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 can only rely on written material contained in an Addendum to this RFP.

It is important that all Proposers submitting to this RFP periodically check [eVP](#) for any Addenda. It is the Proposer's 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 – questions submitted via telephone will not be answered:

Contact Name	Email Address
Rebekah Torcasso	bekah.torcasso@raleighnc.gov

3.4 Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in this **Section 3: REQUEST FOR PROPOSAL PROCESS**, and be addressed and submitted as follows:

Option 1: Electronic Submission via Email

The preferred submission method is electronic. Electronic proposal packages must be addressed and submitted as follows:

<u>DELIVERED BY EMAIL</u>
Subject Line: [Firm Name] - Raleigh Arts Community Creative Spaces Plan RFP Email Address: bekah.torcasso@raleighnc.gov City Contact Name: Bekah Torcasso

Note: Maximum attachment size for Electronic Submissions via Email is 24MB. Electronic submissions with attachments larger than 24MB may not be received and will be considered unresponsive. For larger file size submissions, see **Option 2** below.

Proposers must submit one (1) signed electronic version of the submittal package, including appendices and all other required documentation.

The electronic version of the submittal package must be submitted as a viewable and printable Adobe Portable Document File (PDF). Note: for security purposes the City will not accept or follow links to download files from external storage sites.

Electronic versions must be received by the City on or before the RFP due date and time provided in **Section 3.1: RFP Timeline**. Proposals received after the RFP due date and time will not be considered and will be returned unopened to the original sender.

Option 2: Submission via US Postal Service Mail or Other Delivery Services

<u>DELIVERED BY US POSTAL SERVICE MAIL:</u>	<u>DELIVERED BY OTHER DELIVERY SERVICES:</u>
City of Raleigh ATTN: Bekah Torcasso 222 West Hargett Street Suite 601 Raleigh NC 27601 RFP No. 274-PRCR-RACCSP2026	City of Raleigh ATTN: Bekah Torcasso 222 West Hargett Street Suite 601 Raleigh NC 27601 RFP No. 274-PRCR-RACCSP2026

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the *RFP number* and the *RFP Title*.

Proposers must submit:

- A. One (1) signed hard-copy original submittal package, including completed appendices and all other required documentation;
- B. One (1) electronic version of the signed submittal on a USB flash drive, including appendices and all other required documentation.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in **Section 3.1: RFP Timeline**.

Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in **Section 3.1: RFP Timeline**. Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in **Section 3.1: RFP Timeline**.

4 Proposal Requirements

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

4.1 Request for Proposals Required Document Format

Proposals should be no longer than 75 pages and follow best practices for accessible reading (font sizes, formatting, and graphics).

Digital PDF proposals should be formatted as 8-1/2" x 11" (A4-sized) pages and separated into segments as outlined below.

Physical, hard-copy proposals should be submitted on 8-1/2" x 11" (A4-sized) paper, printed on both sides, bound with only removable clips or staples (no 3-ring binders), and divided into segments using tabs to easily identify and separate each segment as outlined below.

Segment 1: Cover Letter

Provide an introduction letter summarizing the unique qualifications of the Proposer's firm to meet the needs of this project. 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. Include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

Segment 2: Corporate Background and Experience

Include background information on the Proposer's firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past five (5) number of years, accompanied by at least three (3) references (contact persons, firm, 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. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. 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.

Segment 3: Project Manager Experience

Provide information as to the qualifications and experience of the project manager to be assigned to this project, including a resume citing experience with similar projects and a description of the role and responsibilities the project manager will handle on the project.

Segment 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 **Section 2: Scope of Services** section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Segment 5: Constituent / Key Stakeholder Engagement Experience and Proposed Strategy

Provide information as to the Proposer's experience working with key constituent and stakeholder groups on similar projects, including proposed group process strategies, facilitation tools, techniques for building social cohesion, etc. Given that Raleigh Arts has a collaborative work culture and building social cohesion within primary constituent and key stakeholder groups will be project features, provide information as to the Proposer's experience in those areas. Describe the specific engagement approach and strategy(ies) proposed for this project or note where they can be found in the response to **Section 4.1: Request for Proposal Required Document Format, Segment 4** above (Project Understanding, Approach and Schedule).

Segment 6: Team Experience and Certifications/Qualifications

This segment must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific team chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

Segment 7: Financial Information

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 of a 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 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 State 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.

Segment 8: Cost

In a separate sealed envelope, or a separate file if submitting electronically, provide a minimum of three (3) complete copies of the Proposal Cost Form and any additional itemized cost breakdown or price schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

4.2 **RFP Documents**

This RFP is comprised of the base RFP document, any attachments, and any addenda released before the contract is awarded. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference.

5 PROPOSAL EVALUATION

5.1 **Proposal Evaluation Criteria (Stage 1)**

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 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 based on 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 grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

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
Firm Background and Experience	15		
Project Manager: Experience and Qualifications	15		
Project Understanding and Approach	30		
Constituent & Key Stakeholder Engagement Experience and Proposed Strategy	10		
Team Experience and Qualifications	15		
Submission Package Quality	5		
Financial Stability	5		
Cost	5		
Total Score (without Interview)			
Interview	(1-5 points)		
Final Score (with Interview)			

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 (Stage 2)

A short-list of firms may be invited to Stage 2, Interview/Demonstration, step of the evaluation process. Interview/demonstrations are 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.

5.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in **Section 5.1: Proposal Evaluation Criteria**. 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 and assigned a score to determine the best firm for recommendation.

After which negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified 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 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer's responsibility to read the RFP Instructions, the City's contract terms and conditions (within the sample City Service Contract provided in 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.

5.5 **Contract Term**

The contract issued by the City to the awarded proposer will define either a completion date by which the services are to be completed and finished, or a term date by which the services will begin and be provided repeatedly over a specific period. The details of the contract term and any options to renew or extend the contract will be stated in the contract issued by the City. See Appendix IV for a sample version of the City's contract for services.

6 **ADDITIONAL TERMS AND CONDITIONS**

6.1 **Business Engagement & Opportunities**

The City of Raleigh maintains processes to conduct business with all business enterprises, including small, emerging, growing, under-capitalized, and under-resourced firms or organizations.

6.2 **Rights to Submitted Material**

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

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, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in **Section 1.1: Purpose**, prior to the deadline provided in **Section 3.1: RFP Timeline**. Violation of this provision may result in the firm's proposal being removed from consideration.

6.4 **Lobbying**

By responding to this RFP, 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 (3) 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 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 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 to do so. Moreover, the City 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.

APPENDIX I

Proposal Cost Form

RFP #274-PRCR-RACCSP2026
Arts, Culture & Community Infrastructure Strategic Plan

Awarded Contractor shall perform the services to be performed as set forth in this RFP and more particularly described in **Section 2: Scope of Services** 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 Form

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.

Proposer Information

Company Name:					
d/b/a (if applicable):					
Street / PO Box:					
City:		State:		Zip:	
Phone:		Fax:			
Email:					
Website (if applicable):					
Business Type:	☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ 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)? YES: ☐ NO: ☐ Not Applicable: ☐					
Are you properly licensed/certified by the Federal Government and/or State of North Carolina to perform the specified work? YES: ☐ NO: ☐ Not Applicable: ☐					
<i>ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS</i>					
Are/will you be properly insured to perform the work? YES: ☐ NO: ☐					
Contact for this Contract:			Title:		
Phone:		Fax:			
E-Mail:					
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: ☐ NO: ☐					

References

List at least three (3) references for which you have provided these services (same scope/size) in the past three (3) years - preferably government agencies.

Do not include City of Raleigh as a reference to meet the requirement of listing at least three (3) references.

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:					
<u>Signature</u>					
The undersigned swears to the truth and accuracy of all statements and answers contained herein:					
Authorized Signature:					Date:

APPENDIX III

Reference Questionnaire (Instructions)

RFP #274-PRCR-RACCSP2026 Raleigh's Arts Community Creative Spaces Plan

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 Questionnaire Form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Questionnaire Form directly to the City of Raleigh Point of Contact identified on that 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 #274-PRCR-RACCSP2026
Raleigh's Arts Community Creative Spaces Plan***

(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, **Bekah Torcasso** via email to bekah.torcasso@raleighnc.gov no later than **5:00 p.m. EST, Friday, September 25, 2026** 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:

Please respond to the following 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.

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 principal 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?

(Rating scale is: 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?

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

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

APPENDIX IV

SAMPLE CONTRACT

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR SERVICES

THIS CONTRACT ("Contract") is entered into by and between _____, hereinafter referred to as the "Contractor", and the City of Raleigh, a North Carolina municipal corporation, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City desires to procure a contractor to perform services; and
WHEREAS, the City has completed necessary steps for retention of professional and other services under applicable City policies; and
WHEREAS, the City has agreed to engage the Contractor, and the Contractor has agreed to contract with the City, for performance of services as described, and according to the further terms and conditions, set forth herein.
NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and City do contract and agree as follows:

1. Scope of Services

The Contractor shall perform for the City the following described services:

•

2. Schedule/Time of Performance

[1.) For a One-time Service Completed by a Specific Date, use the following:]

In performing the services described in this Contract, it is mutually agreed that time is of the essence. The Contract shall be effective upon the date of the City's signature.

The Contractor shall begin work on _____, and work shall be completed no later than _____.

In the event the services under the Contract are not completed by this date, the Contractor shall be assessed liquidated damages of _____ for each day's delay beyond the completion date.

[If liquidated damages are not applicable to this Contract, then remove this paragraph.]

[2.) For Repeated Services Over a Period of Time/Term (without renewal options), use the following:]

In performing the services described in this Contract, it is mutually agreed that time is of the essence. The Contract shall have a term of _____ **[written number (X) – example: five (5)]** years, beginning on the Effective Date through and including **[enter term end date]**.

[3.) For Repeated Services Over a Period of Time/Term (with Renewal Options), use the following:]

In performing the services described in this Contract, it is mutually agreed that time is of the essence. The Contract shall have an initial term of _____ years, beginning on the Effective Date through and including **[enter initial term end date]**.

Prior to the expiration of the initial term or any subsequent renewal terms, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions as are set forth herein for up to a total of _____ additional one-year terms, for a maximum contract term not to exceed five (5) years. The City shall exercise each such renewal option no later than _____ days before the end of the Contract's then-current term.

The parties acknowledge and agree that a written notice exercising one of the City's renewal options that is sent to the Contractor as an attachment to an e-mail (for example, as a PDF of a letter sent as an attachment to an e-mail), and which

written notice does not contain an original, wet signature or a digital signature, shall nonetheless have the same force and effect as if such written notice contained an original, wet signature or digital signature.

Once the City has decided to exercise a renewal option as provided in this Section, the City hereby authorizes the director of the City department that is responsible for administering this Contract on behalf of the City to execute on behalf of the City the written notice to Contractor that so exercises one of the City's renewal option(s), and the Contractor shall accept such written notice as the City's exercise of the applicable renewal option. Notwithstanding anything herein to the contrary, for purposes of providing written notice of the City's exercise of a renewal option as set forth herein, the parties acknowledge and agree that the City shall submit such written notice to Contractor by e-mail, to the attention of the Contractor representative specified in Section 4 below, "Notices".

The Contractor shall be responsible for immediately notifying the City in writing of any changes to its contact information in Section 5, "Notices". The City's inability to deliver to Contractor written notice of the City's exercise of a renewal option because Contractor has failed to keep the City informed of any changes to its contact information in Section 5, below, shall not negate the effectiveness or validity of the City's exercise of any such renewal option if written notice of the same has been timely submitted by the City to the last-known email address that the City has for the Contractor's representative pursuant to Section 5, below.

3. Compensation; Time of Payment

For services to be performed hereunder, the City shall pay the Contractor a not to exceed total contract amount \$ (\$ for the initial term and \$ for each renewal term if exercised by the City), unless changed by a duly authorized amendment.

[if using option 3 in the Time of Performance section above, enter the total contract amount followed by the sub-total amounts of the initial term and the amount of the renewal options]

[if not using option 3 in the Time of Performance section above, delete the statement in the parenthesis () with the sub-total amounts if the contract doesn't include optional renewal terms]

- 3.1. The standard City of Raleigh payment term is NET 30 days from the date of invoice.
- 3.2. Send all invoices electronically by email accountspayable@raleighnc.gov (or send by mail to: City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590).
- 3.3. All invoices must include the following Purchase Order Number _____. Invoices submitted without the correct purchase order number will result in delayed payment.

4. Workmanship and Quality of Services

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

5. Notices

Except as otherwise expressly provided in this Contract, all notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Raleigh

Attn:
Title:
Address 1: P.O. Box 590
Address 2: Raleigh, NC 27602
Telephone:
E-mail:

Contractor

Attn:
Title:
Address 1:
Address 2:
Telephone:
E-mail:

6. Non-Discrimination

- 6.1. 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.
- 6.2. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

7. Assignment

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

8. Applicable Law

Both the City and the Contractor, for themselves and their respective agents, officials, employees, and servants, hereby acknowledge and agree that this Contract shall be governed and construed in accordance with the applicable laws of the State of North Carolina, without regard to its choice of law provisions, and no other.

The proper, sole, and exclusive venue for any civil action arising out of or in any way related to this Contract shall be the federal or state courts sitting in Wake County, North Carolina.

9. 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.

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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".

9.5. 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

9.6. 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.

9.7. 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.

- 9.8. All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager or his/her designee.

10. 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.

11. 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.

- 11.1. 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.
- 11.2. 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.

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 13, 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 5, above, as part of the contact information for the Contractor representative identified in Section 5, 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 13, "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.

12.1. 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.

12.2. 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:

- 12.2.1. Using proper headings and lists
- 12.2.2. Using unique links
- 12.2.3. Using alternative text and captions
- 12.2.4. Using more white space
- 12.2.5. Dividing content into more manageable pieces
- 12.2.6. Making forms manageable by breaking them into multiple, sequential steps
- 12.2.7. Providing a logical reading order
- 12.2.8. Being consistent with fonts, colors and locations of page elements
- 12.2.9. Offering keyboard access
- 12.2.10. Offering content in multiple formats
- 12.2.11. Understanding minimum contrast

12.3. 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:

- 12.3.1. 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).

12.4. 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 13.

- 12.4.1. 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.
- 12.4.2. 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:
 - 12.4.2.1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
 - 12.4.2.2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
 - 12.4.2.3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

13. 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.

14. 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.

15. 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.

16. Cancellation

- 16.1. 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.
- 16.2. 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.
- 16.3. Payment (obligation) 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.

17. 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.

- 17.1. 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.
- 17.2. 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.
- 17.3. Contractor shall effectively manage their safety and health responsibilities including:
 - 17.3.1. 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.
 - 17.3.2. Environmental Protection:
Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

17.3.3. Employee Education and Training:

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

18. 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.

19. Miscellaneous

- 19.1. 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.
- 19.2. 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.
- 19.3. This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

20. Right to Audit and Access to Records

- 20.1. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- 20.2. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- 20.3. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- 20.4. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- 20.5. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- 20.6. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- 20.7. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- 20.8. 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.

21. 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.

22. 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.

23. 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.

24. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

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In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

The remainder of this page remains blank intentionally.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by digital signature, under seal, on the respective dates below, and this Contract shall be effective upon the date of the City’s signature (the “Effective Date”).

CONTRACTOR:

By:

_____(SEAL)
Signature

Name

Title

Date of Signature

ATTEST:

Signature

Name

Title

City of Raleigh Contract Number xxxxxxxxxx

CITY:

CITY OF RALEIGH
a North Carolina municipal corporation

By:

Signature

Name

Title

Department

Date of Signature

ATTEST:

_____(SEAL)
City Clerk (or designee)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Chief Financial Officer (or designee)